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Contents.

Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

CURRENT TOPICS.

THE APPEAL LIST for the ensuing sittings contains 85 cases only, as against 127 at the commencement of the Hilary Sittings and 94 a year ago. Of the appeals 73 are final, 11 interlocutory, and 1 under ord. 14, r. 8.

THE QUEEN'S BENCH LIST contains in the whole 801 causes, as against 620 at the commencement of the Hilary Sittings, and 980 a year ago. The actions with juries are now 399, and those without juries 231.

THE LISTS of the Chancery Division shew a total of causes and matters for hearing of 667, as against a total of 620 at the commencement of the last sittings, and 510 a year ago. The most notable circumstance in connection with the cause lists has been the recent steady increase in the business of the Division. The aggregate of 404 causes and matters at Easter, 1895, has at each subsequent Easter increased by over a hundred. No one can allege that this is due to arrears; at least one of the learned judges with chambers had his list of actions and matters ready for hearing cleared off, or nearly so, at the end of the last sittings.

THE ARRANGEMENTS for the trial of witness actions in the Chancery Division correspond with those adopted in previous sittings. Mr. Justice NORTH will take his witness list for a fortnight, beginning on Tuesday, May 18, and will sit continuously (Monday, May 24, excepted) until Saturday, May 29. Mr. Justice STIRLING will begin on Tuesday, May 4, and sit continuously (Monday, May 10, excepted) until Saturday, May 15. Mr. Justice KEKEWICH will begin on Tuesday, May 18, and sit continuously (Monday, May 24, excepted) until Saturday, May 29; and Mr. Justice ROMER will begin on Tuesday, May 4, and sit continuously (Monday, May 10, excepted) until Saturday, May 15. During the fortnight devoted to the witness lists motions (except motions relating to the postponement of the trial or hearing of any cause or matter) and unopposed petitions will be heard for Mr. Justice NORTH by Mr. Justice ROMER, for Mr. Justice STIRLING by Mr. Justice KEKEWICH, for Mr. Justice KEKEWICH by Mr. Justice STIRLING, and for Mr. Justice ROMER by Mr. Justice NORTH.

IS IS, perhaps, not to be regretted that the Divisional Court in *Attorney-General* v. *Fairley* (*ante*, p. 439) have decided the question as to the incidence of settlement estate duty on

property contingently settled, which has been so fully discussed in these columns, according to the letter of the law, the time being opportune for amendment of the law and saving of further litigation on the point. The conclusions arrived at by the court are stated in the judgment of VAUGHAN WILLIAMS, J. He points out that a contingent settlement of the whole or part of an estate is not the less a settlement because there may be by the same instrument an alternative prior mode of dealing with the property, the continuance of which would exclude the contingent settlement altogether; and it is laid down that an absolute settlement of a part of an estate (which was, in the case before the court, a third share given to an infant daughter at twenty-one, or marriage, as a member of a class of children), together with a contingent settlement of the residue (which was two thirds shares given for infant sons at twenty-one, as members of the class), constitutes for the purpose of the Finance Act a settlement of the whole estate. The result is that the payment is absolute, although the settlement is contingent, and that the father of an infant family runs a risk of subjecting his whole estate to an extra death duty if he provides in the usual way for the settlement of his daughters' shares of his estate. It will be seen that in *Attorney-General* v. *Fairley* the testator had only one daughter in a family of three children, but settlement estate duty had to be paid on the whole of the residue, and this would have been the case under similar circumstances whatever the number of sons. An enactment, the operation of which is thus unequal and capricious, ought surely not to be allowed to remain unamended. It would be easy to provide for a return of duty on the happening of an event which, in the words of VAUGHAN WILLIAMS, J., "would exclude the contingent settlement altogether," and, when it is remembered that the disposition which incurs the duty is in itself prudent and provident, and such as the State might be expected to facilitate and not to discourage, is it too much to hope that the point will not be overlooked by those responsible for the Finance Bill of the current year?

IT WOULD appear from an incident which has occurred this week at Lincoln's-inn that a comparatively modern bishop, or his relatives, made a rather singular choice of a last resting-place. Under the chapel of Lincoln's-inn there is an open, railed-in crypt, which was the *Campo Santo* of the old conveyancers and equity draftsmen who formerly lived in the chambers of the inn. Outside this enclosure there runs a pavement much frequented by the legal public, and six inches below this pavement there was unearthed on Tuesday a gravestone recording the fact that there rested below the remains of "CHARLES LLOYD, D.D., Lord Bishop of Oxford, Regius Professor of Divinity and Canon of Christ Church, Oxford, formerly Preacher of this Honourable Society," who died in 1829, aged forty-four years. For many years clerks, solicitors, barristers, and the general public have been tramping over the bishop's unknown grave; jocular greetings have been exchanged over it, and we fear it is probable that quite recently unhallowed language may have been heard in its vicinity with regard to a certain judicial appointment. Now, however, a fine granite slab, suitably decorated with mitre and inscription, has been placed over the grave by the benchers of the inn, and it is to be hoped that the frivolous passer-by will henceforth pay due regard to the episcopal associations of the spot. But how came the bishop to be buried outside the *Campo Santo*, and, moreover, on the north side of the chapel, the position assigned by ancient custom to suicides and reprobates? He may, possibly, have objected to too close proximity to the old conveyancers and equity draftsmen, with whose characteristics, as preacher to the inn, he would be well acquainted. But is it clear that the bishop's resting-place was consecrated ground?

CASES, like cats, die hard. In 1819 *Thornhill* v. *Thornhill* (9 Madd. 377) was decided. There was a devise of lands to the testator's wife for life, with a direction that after her death the same should be sold and the proceeds divided among his nephews and nieces; the children of such of them as should be then dead to stand in the place of their father or mother deceased. A niece and nephew died in the testator's lifetime leaving children. Sir JOHN LEACH held that the benefit of the bequest extended only to such of the testator's nephews and nieces as were *in esse* at the testator's death, and to the children of such of them as should die after the testator and before the testator's wife. In 1837, in *Smith* v. *Smith* (8 Sim. 353) Sir L. SHADWELL, V.C., prefaced his judgment by saying: "I think that the decision in *Thornhill* v. *Thornhill* is wrong." But the point was not material in that case. In 1869, in *Re Potter's Trust* (L. R. 8 Eq. 52, 59), MALINS, V.C., said: "The decision in *Thornhill* v. *Thornhill* Sir LANCELOT SHADWELL thought wrong thirty-two years ago, and I think so too; the reading of the case shews it is not good law." This again was merely a *dictum*, quite uncalled for by the case before the court. Jarman on Wills, 5th ed., p. 1587, says: "The case of *Thornhill* v. *Thornhill* has been much disapproved of, as applying a very harsh and rigid rule of construction to testamentary provisions for children." On the 8th of March last, however, NORTH, J., had a case (*Re Hannam, Haddelsey* v. *Hannam*) precisely similar to *Thornhill* v. *Thornhill* before him in chambers, and without reference to any authorities, came to the same conclusion as Sir JOHN LEACH. On motion to vary, on the 13th of March, the case was fully argued and the same conclusion was arrived at on the authorities, his lordship saying: "The result is that I do not find *Thornhill* v. *Thornhill* impeached in any way. It is quite true that in Mr. JARMAN'S valuable work it is said that it has not been favourably received, but counsel say they do not know of anything in the books impeaching the decision." We are inclined to think that *Thornhill* v. *Thornhill* has received somewhat cavalier treatment, and that the decision is too much in accordance with common sense, and, indeed, with the other authorities, to be lightly overruled. Having regard, however, to the text-books, it is just as well to place on record the fact that hitherto it has not even been impeached.

TWO IMPORTANT points upon the law of sales by auction were decided by STIRLING, J., recently in *Bell* v. *Balls* (*ante*, p. 331, 45 W. R. 378). The implied authority of the auctioneer to sign the memorandum on behalf of the purchaser does not, he held, extend to the auctioneer's clerk so as to make a signature by the latter effectual; and the authority only enables the auctioneer to sign at the time of sale. The decision on the first point is in accordance with the authorities, though it would probably be advantageous to introduce a more liberal construction of the rules in deference to the exigencies of business. That the auctioneer may himself sign on behalf of the purchaser is well established (*Emmerson* v. *Heelis*, 2 Taunt. 38), but he cannot delegate his authority to another; and hence a signature by his clerk will not do. Of course, it is different where the purchaser can be taken to have authorized the clerk to sign, as when he stands by and watches the clerk filling up the memorandum (*Sims* v. *Landray*, 42 W. R. 621; 1894, 2 Ch. 318), or signifies his assent by a nod or other sign (*Bird* v. *Boulter*, 4 B. & Ad. 443; *Peirce* v. *Corf*, 22 W. R. 299, L. R. 9 Q. B. 210); and it would not be unreasonable to hold, under the circumstances of a modern sale, that the purchaser impliedly authorizes the clerk, just as much as the auctioneer, to sign on his behalf (see Fry on Specific Performance, 3rd ed., p. 251). This extension of the implied authority, however, STIRLING, J., has refused to make. The other point—as to the time within which the auctioneer can sign—appears to be now decided for the first time. If the auctioneer can complete the memorandum at any time, this obviously gives a very powerful hold upon a purchaser who has repented of his bargain. It seems that after the bidding, and before the signing of the contract, the authority which he is taken to have conferred on the auctioneer is not revocable (*Day* v. *Wells*, 30 Beav. 220); and hence, if the auctioneer's authority lasts after the time of the actual sale, it is within his power to make good the failure to complete the memorandum at the auction, and to turn a parol and useless contract into a contract which can be enforced. Upon a consideration, however, of the reasons stated in *Emmerson* v. *Heelis* (*supra*) and *Glengal* v. *Barnard* (1 Keen, p. 788) for implying authority in the auctioneer, STIRLING, J., has held that the authority extends only to the signing of the purchaser's name at the time of the

sale. "The authority," said the learned judge, "is an authority to write down the bidding; that is to say, to make a minute or record of it at the time and as part of the transaction"; and hence he held that any memorandum made under the authority must similarly observe this essential condition, and must be a memorandum made as part of the transaction. This decision seems to give all the effect to the auctioneer's signature which can reasonably be required. If it is intended that the purchaser shall be in this way bound, the memorandum should be completed forthwith. In the present case of *Bell* v. *Balls* an attempt was made to create a contract enforceable against a repudiating purchaser by completing the memorandum a week after the sale, but, in accordance with the principle stated above, the attempt failed.

THE LETTER of Sir HERBERT STEPHEN which appeared in the *Times* of the 24th ult. with reference to the Criminal Evidence Bill contains a startling statement as to the effect of allowing prisoners to give evidence. It is his personal belief, he says, that on the Northern Circuit between five and ten innocent persons are convicted every year through giving their own evidence. The prisoners who can give evidence are between one-fourth and one-fifth of the whole number at assizes. Hence, he concludes, the result of allowing all prisoners to give evidence will be that somewhere about thirty innocent persons will be convicted on that circuit in the course of the year. A further calculation which Sir HERBERT hints at, but does not attempt, would give the result for the whole country. The assertion is not a little alarming, but happily it rests upon nothing more than the private belief of its author. He cannot, and he does not pretend to know that his supposed innocent convicts were in fact innocent. In reference to any such speculations it may be remarked that we have arrived at a stage when we must either go forward or go back. If prisoners are now rightly allowed to give evidence in certain cases, forming, as above stated, a considerable proportion of the whole, it is right that they should give evidence in all. On the contrary, if a mistake has been made, we must retrace our steps, and uniformly exclude the prisoner from the witness-box. The present inconsistency cannot be allowed to continue. There has been, however, no such dissatisfaction felt at the existing limited practice of allowing prisoners to give evidence as to justify its abandonment. Possibly, as Sir HERBERT STEPHEN stated, some individual judges may be opposed to the present Bill, but if the Queen's Bench judges as a whole entertained any such suspicion of the actual working of the system as that referred to above, some protest on their part would ere this have been made. In general there can be no doubt that an innocent person will make good use of the opportunity the Bill will give him. If, however, for any reason he mistrusts himself, he can elect not to give evidence, and then the most stringent precautions should be taken that such election does not prejudice him.

BUT WHILE the principle of the Bill is sound, it is important to observe that it differs in two respects from its predecessors, and the variations, it may be anticipated, will be strongly opposed in Committee. The provisions of the Bill may be summed up in a very few words. A person charged with crime is allowed, but may not be compelled, to give evidence at his own trial, while the wife of such a person is not only allowed, but may be compelled, to give evidence for or against her husband. This is going much further than other Bills went in the direction of putting a prisoner and his wife in the same position as any other witnesses at the trial. Other recent proposals contained provisions for the protection of the accused by enacting that, when he gives evidence, he shall not be cross-examined as to his past history and previous convictions, unless he has given evidence of good character, or unless the fact of his having committed some other offence is admissible as evidence of his guilt of the offence which is being inquired into. No such provision is contained in the Bill now before Parliament; and therefore, if it becomes law, it will be open to every prosecuting counsel to rake up the whole of a prisoner's history in cross-examination. In most cases questions as to previous convictions would be relevant to the credit of the prisoner-witness, and the absence of anything in the Bill to forbid this line of cross-examination looks almost like an invitation to prosecuting counsel to cross-examine as to past offences. This, of course, means a tremendous change in the whole spirit of our criminal law administration. Hitherto the fact that an accused person has been previously convicted of crime has been carefully concealed from the jury, in order that they may come to a conclusion on the case proved before them entirely on its own merits, without any of that bias against the prisoner which must almost necessarily exist in the mind of every juror who knows that the person he is trying has already been convicted. It is obvious, however, that a person may have been convicted quite properly many times for larceny (say) and yet he may be innocent of a subsequent larceny charged against him. This absence of protection will no doubt press hardly upon the habitual criminal who happens to be accused of an offence of which he is guiltless, and in the letter referred to above Sir HERBERT STEPHEN points out very convincingly that the present practice which allows of the cross-examination of a witness as to credit ought not to apply to a prisoner-witness, at any rate to the extent of allowing an inquiry as to any previous conviction.

BUT WHETHER or not the Bill is altered in Committee in respect of examination as to previous convictions, it will be strange if the provision which allows a woman to be compelled to give evidence against her husband is permitted to become law. Such a thing ought not to be possible, and a woman ought not to give evidence on the trial of her husband, except with her own consent and also with the consent of her husband. Many a woman would not hesitate to commit perjury to any extent to save her husband's liberty or his life, so that in a great number of cases her evidence will be of small weight. There are, however, probably many other women who could not bring themselves to commit deliberate perjury even to save a husband's life. To compel such a woman to testify against her husband would be nothing short of cruelty. Of course, what has been said with regard to the wife's evidence where the husband is accused, is intended to apply also to the man's evidence when the woman is accused. Even this Bill recognizes to some extent the peculiarity of the relationship between husband and wife as to the giving of evidence by the one against the other, for it provides that a wife shall not be obliged to disclose any communication made to her by her husband. There, however, the protection stops short; she may refuse to reveal what he told her, but she is not allowed to refuse to say what he did. We venture to say that the spectacle of a woman being compelled to enter the witness box and testify against her husband would shock the majority of English people, and we have little doubt but that this part of the Bill will not be allowed to pass through Committee as it stands.

MR. GEORGE HENDERSON has communicated to the *Times* the welcome information that a nightingale has been heard, by himself and Mr. EASTWOOD, singing in Lincoln's-inn. We grieve to say that there are doubters, some of whom suggest that, according to MILTON, "the wakeful nightingale" sings her "amorous descant," not in the afternoon, but "all night long." Others aver that the notes heard were not those of a nightingale, but the mellifluous tones of an official referee, not yet promoted, descanting upon a recent event. And others, again, basely hint at a small boy provided with suitable machinery in the shape of a tumbler of water and a piece of hollow wood. We think that these doubters should be silenced, and an interesting fact in the annals of the Inn verified and placed on record, by means of a joint statutory declaration by the nightingale's auditors, to which it appears to be essential that there should be a nightingale's eggs-hibit.

THE CREATION OF LIMITED ESTATES BY POSSESSION.

Ordinarily, when a man enters upon land without title, and holds it until the title of the true owner is extinguished by virtue of the Statute of Limitations, he acquires an indefeasible estate in fee simple; but a curious and interesting branch of the law of estoppel, which Stirling, J., had occasion to consider recently in *Dalton* v. *Fitzgerald*, qualifies this rule when the intruder has entered under an instrument which, if it gave him a title to the land at all, would give him a title only as limited owner. He is then, although he really has no title to the land under the instrument, and only gains a title by virtue of the statute, restricted to this limited estate, and is said to be estopped from denying as against the remaindermen the efficacy of the instrument. The effect of such an estoppel is familiar in the case of landlord and tenant, and a tenant who has received possession from his landlord is absolutely estopped from disputing the title of the landlord to confer possession (*Doe* v. *Smythe*, 4 M. & S. 347). In analogy to this rule a person entering as limited owner under an instrument—a will, for instance—is deemed to owe his possession to the instrument, and he may not set up a title in himself inconsistent with his title under the instrument. If his entry was in fact unlawful, so that the statute runs against the true owner and a new possessory title is acquired, this title is acquired for the benefit of the settlement under which the intruder claims; in other words, he acquires by possession a limited estate corresponding to that which he takes under the settlement created by the instrument of title, and on the termination of his estate the remainderman under the settlement is entitled to the land.

The leading example of the application of this doctrine is to be found in *Board* v. *Board* (L. R. 9 Q. B. 48). A testator who was tenant by the curtesy of certain premises devised them to trustees for his daughter Rebecca for life, with remainder to his grandson William. On the death of the testator in 1820 Rebecca entered and was allowed by the heir-at-law to remain in possession for more than twenty years. After the twenty years she conveyed the premises to the defendant in fee, who upon her death took possession. Ejectment was then brought by the plaintiff as assignee of William, the remainderman under the will. These circumstances exactly illustrate the rule stated above. Rebecca had originally no title to the premises, but she entered claiming under the will, and to the will, therefore, her possession was referred. When in course of time a title adverse to the heir-at-law had been acquired, this was a title which was treated as subject to the limitations of the will. Consequently it was a title in which Rebecca was interested only as tenant for life, and her assignee could not be in a better position. Hence he was estopped from disputing that she had acquired any greater estate. "Rebecca," said Blackburn, J., "claimed under the will, and retained possession under the will, and she, as against everybody interested under the will, is estopped from denying its validity. The case is like that of a tenant coming in under a landlord; he is estopped from denying his landlord's title. . . . It is contrary to the law of estoppel that he who has obtained possession under and in furtherance of the title of a devisor should say that such title is defective." A similar decision was given by Wood, V.C., in *Hawksbee* v. *Hawksbee* (11 Hare 230), where a testator devised land to which he had a defective title and the eldest son, who had entered into possession, was not permitted to set up a title adverse to the other beneficiaries under the will.

In the above cases the land was actually devised by the will. If the testator had had a good title to it, such title would have been transmitted to his devisees, and with respect to the application of the rule under such circumstances there is no doubt. But a divergence of opinion has arisen in the case where the land is not in fact devised by the will, but a devisee, who would be entitled for life if it were included in the will, thinks it is so included and enters accordingly. Suppose, for instance, a testator, being entitled to lands X. and Y., devises Y. to A. for life. A. enters upon both, believing, though erroneously, that the description of Y. includes X. He thus enters in intended pursuance of the will upon land which the will does not touch. The question of the effect of such an entry arose in *Anstee* v. *Nelms* (1 H. & N. 225), and Martin, B., expressed an opinion in favour of restricting the devisee to his life estate. "My impression is," he said, "(if it were necessary to decide the point) that the Statute of Limitations can never be so construed that a person claiming a life estate under a will shall enter, and then say that such possession was unlawful, so as to give to his heir a right against the remainderman." In that case, however, it was held that the X. estate did in fact pass under the description of the Y. estate, so that it became unnecessary to decide the question.

But in *Paine* v. *Jones* (L. R. 18 Eq. 320), where the land did not pass under the will, Malins, V.C., declined to apply the principle of estoppel. By a will dated in 1824 a testator devised all his real estate to trustees upon trust to pay the rents to his wife for life. He died in 1830. After the date of his will he purchased a freehold estate, which, as the law then stood, did not pass under the will, but the widow entered into possession both of this and of the freeholds acquired previously to the will, and after remaining in possession for more than twenty years she sold the estate in question. She died in 1858, and the remainderman under the will filed a bill to oust the purchaser, but it was dismissed by the Vice-Chancellor. The widow, he pointed out, had no title whatever under the will. Hence, although she had entered in the belief that she was entitled under the will, he held that she could gain an independent adverse title of her own, which her assignee could set up against the remainderman.

On the other hand, in *Kernaghan* v. *M'Nally* (12 Ir. Ch. R. 89), where land failed to pass under a will for exactly the same reason, an opposite decision was come to. Under the testator's will his lands were devised to trustees upon certain trusts. The *cestuis que trust* who were first in interest entered upon land acquired after the date of the will, and subsequently claimed to have gained an adverse title. But Brady, L.C., held that the principle laid down by Martin, B., in *Anstee* v. *Nelms* (*supra*) applied. The *cestuis que trust* were estopped, therefore, from setting up a title adverse to the will. Their entry under that instrument had made them tenants at will to the trustees, with the result that the legal estate had become vested under the Statute of Limitations in the trustees to be held by them upon the trusts of the will.

Another variation from the original example occurs where a will purports to create a life estate in a devisee, but for some reason the estate is ineffectually created, and the devisee has no title under the will. Nevertheless he enters claiming as tenant for life. Can persons claiming under him subsequently allege, as against the remaindermen under the will, that he had no title, and that he gained an independent title by adverse possession? In *Re Stringer's Estate* (6 Ch. D. 1) Jessel, M.R., held that the doctrine of estoppel could not be invoked to prevent this result, and from his reasoning it appears that he approved of the decision of Malins, V.C., in *Paine* v. *Jones* (*supra*). Estoppel, he pointed out, applies where a testator has by his will created successive interests in property of which he had possession at the time of his death, but with a defective title. The will includes the land, and the interests in it, so far as the will is concerned, are well created. Since, then, possession is derived from the testator under the will, no person in possession by virtue of the will can allege the defect in the testator's title. Where, on the other hand, the person alleged to be devisee for life is not really entitled under the will, he is not bound to refer his possession to the will, and he can set up an adverse title. The balance of authority, therefore, is in favour of the view that the estoppel only arises where the person entering under the will would be well entitled under the will, supposing the testator had good right to devise the land. But where the testator, although possibly having good right to devise, has not in fact devised the land, or has not effectually created the estate for life the existence of which is assumed by the intruder on entering, there is no estoppel, and any title the intruder may acquire is untrammelled by the terms of the will.

In the recent case of *Dalton* v. *Fitzgerald* Stirling, J., found it possible to follow the admitted principle of *Board* v. *Board* (*supra*), so that it was unnecessary to pass any opinion upon the correctness of *Paine* v. *Jones* and *Re Stringer's Estate*. In 1809 John Dalton settled estate X. by a settlement made on the marriage of his son, but the estate in 1819 reverted to the

settlor by reason of the death of the son without issue, subject to a jointure to the widow. By his will, dated in 1828, JOHN DALTON devised lands which, according to their description, included estate X. and also estate Y., but he limited the description by further defining the lands as being those comprised in the marriage settlement—that is, estate X. only. The devise was to trustees upon trust to settle the lands upon certain specified trusts. JOHN DALTON died in 1837. By deed dated in 1842 the trustees, neglecting the restriction to lands comprised in the settlement of 1809, settled both estate X. and estate Y. upon the trusts in the will mentioned, and successive tenants for life entered under this settlement, the last being Sir GERALD FITZGERALD, who was in possession from 1867 to 1894. Upon the assumption that JOHN DALTON'S will did not pass the Y. estate, Sir GERALD claimed to have acquired an adverse title, and he devised these lands to the defendants in the action. The plaintiff claimed as remainderman under the settlement. Had the settlement been out of the way, and had Sir GERALD FITZGERALD entered directly under the will, the principle of *Paine* v. *Jones* (*supra*) would have applied. The will did not comprise the Y. estate, and there would have been no estoppel. But Sir GERALD FITZGERALD did not enter under the will directly, but under the settlement which did comprise the Y. estate, and hence, on the principle of *Board* v. *Board* (*supra*), his devisees were estopped from denying that a good title was conferred by the settlement.

But though in the result STIRLING, J., found it unnecessary to decide between *Paine* v. *Jones* and *Kernaghan* v. *M'Nally*, there can be little doubt that the distinction established by the English cases is a sound one. The foundation of the estoppel lies in the fact that the land is given by the will, although the testator's title to give it is defective. The devisee for life, therefore, accepts possession under the will, and can no more dispute the testator's title, and consequently the title of the devisees in remainder, than, if he were tenant, he could dispute the title of the landlord from whom he accepted possession. But where the land is not comprised in the will or the estate for life is not well created, the devisee is not driven to contest the title of the testator. All he alleges is that he takes no estate in the land by virtue of the will, and against this allegation there need be no estoppel.

THE VARIATION OF PROVISIONS FOR ALIMONY.

THE recent judgment of the Court of Appeal (LINDLEY, A. L. SMITH, and RIGBY, L.JJ.) delivered by LINDLEY, L.J., in the two cases of *Bishop* v. *Bishop* and *Judkins* v. *Judkins*, has done something to elucidate the important point of matrimonial law involved, though it cannot be said that it frees it from all difficulty. The question is whether a provision for alimony contained in a separation deed, either with or without a stipulation on the part of the wife not to seek to increase the allowance, bars her from claiming such an increase upon a subsequent judicial separation or divorce. Apart from the separation deed the wife could, upon a decree for judicial separation, obtain an order for alimony under section 17 of the Matrimonial Causes Act, 1857 (20 & 21 Vict. c. 85), and upon a divorce she could obtain a similar order under section 32 of the same statute, assisted, where necessary, by section 1 of the Act of 1866 (29 & 30 Vict. c. 32); but *primâ facie* her acceptance of a provision under the separation deed is a bar to the exercise by the court of these powers, and for ordinary cases the law was settled on this footing by the Court of Appeal in *Gandy* v. *Gandy* (7 P. D. 168). There the separation deed provided alimony and also contained a covenant that the wife would not take proceedings to obtain an increased allowance. Subsequently the husband committed adultery, and the wife obtained a decree for judicial separation. Sir JAMES HANNEN held that this put an end to the obligation of the wife under the separation deed (7 P. D. 77). In the interests of morality he deemed it necessary to import into the deed an implied condition that it should only operate while the parties continued chaste, but the Court of Appeal reversed him. The misconduct of the husband, it was said, did not affect the wife so as to entitle her to repudiate her agreement, and accordingly she remained bound. In subsequent proceedings this result was altered, but for reasons which did not touch the earlier decision. Under the separation deed the husband had undertaken to maintain two of the children, but upon the custody of them being given to the mother he repudiated his liability (see 30 Ch. D. 57). Naturally this opened the way for the wife also to repudiate her obligation. She sued again for increased alimony, and this time the Court of Appeal granted it. The result, however, was so obvious that the reporters do not seem to have thought it worth while to notice this second decision.

The result of *Gandy* v. *Gandy* was that the provision for alimony contained in a separation deed remains binding upon the wife in the event of a judicial separation unless there are special circumstances to relieve her from her bargain, but for this purpose the misconduct of the husband is not enough. In *Bishop* v. *Bishop* the question arose whether the same consideration applies in the event of a divorce. In *Gandy* v. *Gandy* it was clearly contemplated that the result in such a case would be different, the reason suggested being that the court has upon a decree for dissolution a statutory power of altering settlements (see section 5 of the Matrimonial Causes Act, 1859). This, however, is not satisfactory. The statutory power does not seem to be properly applicable to separation deeds, and the Court of Appeal now admit as much. LINDLEY, L.J., suggests instead that the wife cannot bind herself by any stipulation framed with a view to a divorce, while even if an express stipulation not to sue for increased alimony should turn out to be good, the court would not in its absence imply a term of such doubtful validity. Both the present cases of *Bishop* v. *Bishop* and *Judkins* v. *Judkins* differ from *Gandy* v. *Gandy* in that the agreements for separation did not contain any clause binding the wife not to seek to obtain an increase of alimony. It may be doubted, however, whether a wife cannot as validly contract with a view to a possible divorce, as with a view to a judicial separation; and the judgment does not seem to be convincing. The result, however, is that the principle of *Gandy* v. *Gandy*—that, in the absence of special circumstances other than the misconduct of the husband, the wife is debarred from seeking to vary the provision made for her in the separation deed—does not apply in the case where a decree for divorce has been pronounced; at any rate, where the separation deed contains no express stipulation to that effect on the part of the wife. The court is thus left free to exercise its statutory powers of granting her an allowance, and in doing so it must, in accordance with the language of section 32 of the Act of 1857, take into consideration the wife's fortune, the ability of the husband, and the conduct of the parties.

Judkins v. *Judkins* was a case in which the separation deed was followed by a decree for judicial separation, obtained by the wife on the ground of the husband's adultery. It resembled, therefore, *Gandy* v. *Gandy*, and it became necessary to consider whether it fell within the principle of the original or of the final decision in that case. The mere absence of an express stipulation by the wife not to sue for increased alimony was obviously regarded as not material. Otherwise this circumstance alone would have been decisive in her favour. Her acceptance, indeed, of the provision made for her by the separation deed might be taken as implying an agreement that she would not seek to alter it. Apart from this omission, the present case also resembled *Gandy* v. *Gandy*, in that the custody of two of the children had, in the course of the proceedings, been given to the mother, though it differed from it in that the father did not, as in *Gandy* v. *Gandy*, repudiate his liability for the children, but by his counsel expressed his willingness to do whatever the court might think right. Under these circumstances the case for allowing the wife to repudiate her contract was clearly not so strong as in *Gandy* v. *Gandy*, but the Court of Appeal, affirming the judgment of BARNES, J., allowed her to do so. Under section 35 of the Act of 1857 the court is empowered to make such provision as it may think fit with respect to the maintenance and education of children in cases where a decree is made for judicial separation or for divorce (see also section 4 of the Act of 1859), and this is a power the exercise of which is not affected by any arrangements that may have been previously made between the husband and wife. It was held, therefore, that where the custody of the

children is given to the mother, the court, if it thinks proper, may make an order as to their maintenance, and at the same time it may re-open the question of alimony in favour of the wife. The whole case as to alimony and maintenance, said LINDLEY, L.J., is properly open as soon as the position of the parties provided for by the deed is altered by the order of the court changing the custody of the children. The general result will be to make it easier than it has hitherto been for a wife to obtain from the court better terms than those provided for her by the separation deed, but it will be necessary to consider carefully the exact circumstances of each case. The wife must still shew cause for repudiating her obligation under the deed, though in doing so she will have an easier task than hitherto. The law would be more simple, and probably more satisfactory, if it were provided that the statutory powers of the court should be capable of overriding in all cases any private arrangement between the parties.

LEGISLATION IN PROGRESS.

THE SERVICE FRANCHISE.—The Service Franchise Bill, which has been introduced by Mr. MARKS, and has been read a second time in the House of Commons, is intended to overrule the construction placed in *Clutterbuck* v. *Taylor* (44 W. R. 531; 1896, 1 Q. B. 395) on section 3 of the Representation of the People Act, 1884 (48 Vict. c. 3), taken with the definition of "dwelling-house" in section 5 of the Act of 1878 (41 & 42 Vict. c. 26), and, in accordance with the dissenting judgment of RIGBY, L.J., to extend the service franchise to persons such as policemen and shop assistants who have to put up with a cubicle or other similar accommodation, and who are subject to restrictions in their occupation. The Bill provides that "Where a man himself inhabits any dwelling-house by virtue of any office, service, or employment, and the dwelling-house is not inhabited by any person under whom such man serves in such office, service, or employment, he shall be deemed for the purposes of the Representation of the People Acts to be an inhabitant-occupier of such dwelling-house as a tenant, and shall be entitled as such to be registered and to vote, notwithstanding that the dwelling-house which he occupies is merely a compartment of a room, and notwithstanding any control, restrictions, conditions, or disabilities whatsoever imposed on the occupation.

REVIEWS.

A LEGAL ENCYCLOPÆDIA.

ENCYCLOPÆDIA OF THE LAWS OF ENGLAND. BEING A NEW ABRIDGMENT BY THE MOST EMINENT LEGAL AUTHORITIES. Under the general editorship of A. WOOD RENTON, M.A., LL.B., Barrister-at-Law. VOLUME I. With a General Introduction by Sir F. POLLOCK, Bart. ABANDONMENT to BANKRUPTCY. London: Sweet & Maxwell (Limited); Edinburgh: Wm. Green & Sons.

This first instalment of Mr. Wood Renton's great undertaking amply justifies the expectations which its advertisement aroused. The time had certainly come when a new abridgment of the law ought to be attempted. The style of the existing abridgments leaves very much to be desired, and they have been long out of date. But in one respect, Mr. Wood Renton has found it expedient to imitate them. He has adopted the time-honoured alphabetical arrangement, and we have no doubt that he has exercised a wise discretion. Sir Frederick Pollock's introduction, indeed, seems to have contemplated something different. It contains a discussion of the relation of the various branches of the law which would be suitable enough for a work dealing with the law systematically, but which, under the circumstances, has no special appropriateness. But the difficulties in the way of any such arrangement would probably have been insurmountable. The systematic presentment of law requires the labour of one man, or at any rate of a few working in close harmony with each other; but the central idea of this encyclopædia is the co-operation of a large number of authors, each a specialist in the subject assigned to him. The series of essays which have thus been contributed fall naturally and usefully into an alphabetical arrangement, while it would have been a hopeless task to combine them in such a system as would have pleased a scientific jurist.

The alphabetical arrangement has also rendered it possible for the work to serve the purpose of a law dictionary. In the words of the publishers' notice, it is intended to provide "a ready access to an abridged statement of the law on every subject, full definitions of legal terms and phrases, and concise outlines of procedure in the various courts of the land, written by the best authorities and specialists in their respective branches." Under the circumstances this inclusion of definitions of legal terms is an advantage, though it is trenching upon ground which is already adequately covered by books of authority. It ensures completeness, and does not interfere with the series of articles which forms the main feature of the undertaking. To select only a few of these, we may mention that by Mr. W. H. Gover on Abstract of Title, by Mr. H. S. Theobald on Ademption, several by Mr. J. L. Goddard on subjects relating to easements (Adjacent Support, Air, &c.), the series of maritime articles by Sir Walter Phillimore and Mr. G. G. Phillimore (Affreightment, Particular and General Average, &c.), the series of articles on real property law by Mr. H. W. Challis, the article on Arbitration by the editor, and that on Bailments by Mr. James Weir. Among numerous articles contributed by Mr. Blake Odgers is a careful examination of the important and difficult subject of the assignment of *choses in action*. Attention may also be directed to the elaborate article on Bankruptcy by Mr. Manson, which concludes the volume. These, and many other articles, represent serious work of the best kind. There is no diffuseness; the authors have studied to give the existing law clearly and concisely; and the result will be found of great practical value. The names of the contributors are in themselves a guarantee of good work, and Mr. Wood Renton has been fortunate in the assistance he has been able to obtain. A list prefixed to the volume gives these names for the principal articles, though how the seven lines devoted to the term "Affeerors" comes to be a "principal article" the editor might find it difficult to say. Exception might be taken, perhaps, to the over-minuteness of some of the headings, especially those introduced by way of cross-reference, but this is a matter which does not affect the general character of the work. Of the ability with which the undertaking has been planned, and this first volume prepared, there can be no doubt, and if it is continued in the same manner, the twelve volumes of which it is to consist will give a survey of the entire law which cannot fail to be of the highest utility. An acknowledgment is due to the publishers for the convenient and handsome form in which the work is issued.

MORTGAGES, PLEDGES, AND LIENS.

A CONCISE TREATISE ON MORTGAGES, PLEDGES, AND LIENS. By WILLIAM ASHBURNER, M.A., of Lincoln's-inn, Barrister-at-Law. William Clowes & Sons (Limited).

At a time when the standard works on mortgages, Fisher and Coote, were both out of print, and publishers and editors were understood to be employed on new editions in undisturbed security, there was suddenly launched this complete and fully equipped treatise on the subject. The arrangement of the matter is complete and systematic, the style clear and terse, if a little dogmatic, the authorities ample, and with the help of a few addenda, brought down to the end of February last, the index full and well-arranged, the type plain and clear, and the volume itself a well-proportioned full octavo, in bronze-green buckram and gilt letters.

The subject is very fully treated. The main topic of such a work is, and for historical reasons must long be, mortgages on land; but the author deals effectively with pawns, pledges, bills of sale, liens, whether common law, equitable, or maritime, building society mortgages, debentures, *et hoc genus omne*. All are adequately followed, from the creation of the security through the variety of rights of the parties according to circumstances, their remedies, and the position on the determination of the security by judgment or ultimate default. All parts are not equally well done. As an instance of the least effective we may refer to the chapter on Subrogation (p. 235), which is treated as if it were a special branch of the law of limited companies, adapted from the law of necessaries for an infant or a deserted wife, for the benefit of the mortgagees of such companies. The author is obviously under no such delusion in fact, for on p. 99 he treats of it in another aspect. But there is no cross-reference. Indeed the principal defect of the book, from the editorial point of view, is the absence of sufficient cross-references—a defect very possibly due to the desire to launch it at an opportune moment. To take another instance: On pp. 316-319, there is what appears to be an exhaustive statement of the circumstances under which a mortgagee may be disallowed, or ordered to pay, costs. Nothing is said here of the loss by the mortgagee of title-deeds, which is treated on p. 561, with no cross-reference in either case. And the statement of the law on the loss of title-deeds is one of those which appears to us to be too dogmatic; it makes no difference between the case in which a mortgagee has negligently lost the deeds and the case in which they have been stolen from him without negligence on his part. It is surely on the question of negligence (not "wilful default," which is inappropriate) that the liability to compensation or to lose or pay costs depends, indemnity being required in all cases. We do not object to the dogmatism—that is rather refreshing in a young writer, and is only too soon exchanged for a timidity which avoids expressing any opinion for fear of being possibly wrong. But the absence of cross-references is a flaw which should be corrected.

There are also a certain number of errata which had not been detected in the reading of the proofs, a task which requires perhaps more care in a book on mortgages than in any other book. Printers have a fixed conviction that the words "mortgagor" and "mortgagee" are convertible terms, and freely convert them. We read, for instance (p. 240) of a "prior mortgagor" who desires to take possession over a receiver appointed by the court. Slight defects of this nature occur in most text-books. Mr. Ashburner may be congratulated on having stepped at once into the ranks of writers of adequate text-books.

BOOKS RECEIVED.

The Law and Practice relating to the Variation of Tithe Rent-Charges in Ireland. With Appendices, containing Forms of Notices and Orders, and Tables showing Periods of Variation, Average Prices of Corn, Parishes situated in Two Counties; also a Complete Collection of the Statutes relating to the Variation of Tithe Rent-Charges in Ireland, and a General Index. By D. G. CHAYTOR, Barrister-at-Law. Sweet & Maxwell (Limited).

The Statute Law relating to Rivers Pollution, containing the Rivers Pollution Prevention Acts, 1876 and 1893, together with the Special Acts in force in the West Riding of Yorkshire and the County of Lancaster. By CHARLES JOSEPH HAWORTH, Solicitor, B.A. (Cantab.), LL.B. (London). Stevens & Sons (Limited).

A Summary of the Law of Companies. By T. EUSTACE SMITH, Barrister-at-Law. Sixth Edition. Stevens & Haynes.

The English Constitution. A Commentary on its Nature and Growth. By JESSE MAY, M.A., Professor of Political Science in Iowa College. Macmillan & Co. (Limited).

The Theory of International Trade; with some of its Applications to Economic Policy. By C. F. BASTABLE, M.A., LL.D., Professor of Political Economy in the University of Dublin. Second Edition, Revised. Macmillan & Co. (Limited).

Where to Find your Law: Being a Discursive Bibliographical Essay upon the various Divisions and Sub-Divisions of the Law of England, and the Statutes, Reports of Cases, and Text Books containing such Law. With Appendices for Facilitating Reference to all Statutes and Reports of Cases, and with a Full Index. By ERNEST ARTHUR JELF, M.A., Barrister-at-Law. Horace Cox.

CASES OF THE WEEK.

High Court—Chancery Division.

LAZARUS v. THE ARTISTIC PHOTOGRAPH CO. (LIM.) Kekewich, J 27th April.

LIGHT—PHOTOGRAPHIC STUDIO—INTERFERENCE WITH ACCESS OF LIGHT—MANDATORY INJUNCTION—PRESCRIPTION ACT (2 & 3 WILL. 4, c. 71), s. 3.

The plaintiff was the owner of a photographic studio, to which the access of light had been obstructed by the erection of another studio by the defendant company. The defendants had attempted to remedy the interference with the plaintiff's light caused by the new building by painting the latter red so as to reflect a better light. The evidence adduced shewed that the light of the plaintiff's studio had been so interfered with as to render it useless for the purposes of the plaintiff's photographic business, and the attempted remedy did not in fact improve the light required for photography. It was also proved that the plaintiff had only used his studio for photography for the last ten years, and that previously thereto the premises had been used as a store room or for other similar purposes. This was a motion by the plaintiff to restrain the defendants from erecting any building or permitting any building to remain erected so as to interfere with the access of light to the plaintiff's studio. Counsel for the defendants argued that as the plaintiff claimed to enjoy a light peculiarly suitable for the purposes of photography he must shew that he had enjoyed that special light for the period of twenty years: *Lanfranchi* v *Mackenzie* (15 W. R. 614, L. R. 4 Eq. 421), *Moore* v. *Hall* (26 W. R. 401, L. R. 3 Q. B. D. 178).

KEKEWICH, J., after referring to the case of *The Attorney-General* v. *The Queen Anne and Gardens Mansions (Limited)* (37 W. R. 572, 5 T. L. R. 430), which was decided by his lordship, refused to come to any conclusion inconsistent with his former considered judgment, and decided that it was not necessary that the light required by the plaintiff for the purposes of his photography should have been enjoyed by him for twenty years. His lordship set aside the question of the reflected light as not being material to the point at issue, and came to the conclusion that the interference with the plaintiff's light was such as to necessitate a mandatory injunction, which his lordship accordingly granted.—COUNSEL, *Bramwell Davis*, Q.C., and *Stewart Smith*; *J. G. Butcher*. SOLICITORS, *E. M. Lazarus*; *Mann & Taylor*.

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

***Re* SHEPPARD, SHEPPARD v. MANNING.** Romer, J. 27th April.

ESTATE PUR AUTRE VIE—SPECIAL OCCUPANT—DEVOLUTION OF ESTATE—WILLS ACT (1 VICT. c. 26), s. 6.

Summons. The above-named testator, by his will dated the 28th of July, 1868, appointed executors and trustees thereof and thereunder, and gave, devised, and bequeathed all his real and personal estate and effects whatsoever and wheresoever unto his said trustees upon trust to pay certain pecuniary legacies, and subject thereto and to the payment of his just debts, funeral and testamentary expenses, upon trust as to his personal estate, and as to certain specified real estate as therein mentioned, and upon trust to pay over from time to time the rents, issues, and profits of all other his real and personal estate unto and for the benefit of his three daughters, the plaintiff Sarah Y. G. Sheppard, Elizabeth Sheppard, and Mary L. Sheppard, and their issue, if any, *per stirpes* in equal parts, shares, and proportions during the term of their natural lives respectively and the life of the longer liver of them for their separate use respectively, and from and after the decease of the survivor of them his said three daughters then to equally divide the principal thereof amongst all and every the children then living of them his said three daughters in equal shares and proportions for their own sole use and benefit respectively *per stirpes* and not *per capita*. The said testator died on the 23rd of January, 1873, and the plaintiffs were the present trustees of his said will. Mary L. Sheppard, one of the testator's said three daughters, intermarried with C. Manning and died on the 11th of July, 1880, leaving her two sisters, her husband, and three children, Mary L. Manning, the defendant Charles I. H. Manning, and John H. S. Manning her surviving. Her husband, C. Manning, died on the 6th of August, 1885. The said Mary L. Manning (the younger) intermarried with the defendant John H. Heard, and died on the 25th of July, 1893, intestate, leaving her husband and one child, the defendant Marie Louise Heard, who was an infant. The said John H. S. Manning died on the 21st of December, 1893, intestate and a bachelor. The judge in chambers having decided that the three children of Mrs. Manning became on her death absolutely entitled in thirds to her share of the income and rents of the testator's residue during the lives of Mrs. Manning and her sisters and the longest liver of them, the further question arose whether the shares of her two deceased children passed to their heirs at law or to their legal personal representatives respectively. For the personal representatives it was contended that there was no special occupant, and the 6th section of the Wills Act applied, and *Re Barber* (29 W. R. 909, 18 Ch. D. 624), *Chatfield* v. *Berchtold* (20 W. R. 401, L. R. 7 Ch. App. 192), *Mountcashell* v. *More-Smyth* (1896, A. C. 158) were cited. *Contra* the cases of *Wall* v. *Byrne* (2 J. & L. 118) and *Philpotts* v. *James* (3 Doug. 425) were relied upon.

ROMER, J.—This is a case where the owner of the freehold devises to trustees on trust to pay the income to A. during the life of another. If A. dies intestate during the life of *cestui que vie*, to whom does the beneficial interest go during the remainder of the life of *cestui que vie*? In my opinion it passes according to the 6th section of the Wills Act. There is no special occupant in such a case. In order to find that there is a special occupant, the word heirs must either be expressly mentioned in the gift or it must be shewn that the heir is intended to take where the gift is by will, and the heirs must be expressly mentioned where the gift is by deed. My opinion is, I think, supported by the cases which have been cited for the personal representatives. Now, as to *Wall* v. *Byrne*, whether that case was rightly decided or not, which I need not now consider, it is not an authority here, as appears from Sugden, L.C.'s, statement of the point (2 J. & L., at p. 119). Neither is *Philpotts* v. *James*, if that be the decision referred to by Sugden, L.C., an authority on the case before me. I therefore hold that there is no special occupant here, and the property passes to the personal representatives according to the 6th section of the Wills Act.—COUNSEL, *Humphry*; *Baden Fuller*; *Ellis*. SOLICITORS, *Tory, Gribble, Oddie, & Sinclair*.

[Reported by J. F. WALEY, Barrister-at-Law.]

***Re* MARQUIS OF BRISTOL, EARL GREY v. GREY.** Romer, J. 27th April.

DEED—CONSTRUCTION—REFERENTIAL TRUSTS—HOTCHPOT CLAUSE—SUCH AND THE SAME OR THE LIKE TRUSTS—TWO FUNDS NOT AGGREGATED FOR PURPOSES OF HOTCHPOT.

Summons. By an indenture of ante-nuptial settlement dated the 30th of June, 1836, and made between the Marquis of Bristol of the first part, Lady Georgiana E. C. Grey (then Hervey) of the second part, the Hon. and Rev. John Grey of the third part, and trustees of the fourth part, the marquis, who was the father of Lady Georgiana E. C. Grey, the intended wife, settled the sum of £13,000 3 per cent. bank annuities as her portion, and the said John Grey, who was the intended husband, settled a life policy for £5,000. The trusts of the settled property after the marriage were as follows:—As to the £13,000 bank annuities (hereinafter called the £13,000 fund), to pay out of the annual produce £100 a year pin money, and the premiums on the £5,000 policy, and subject to the above payments to pay the income to the husband for life, then to the wife for life, and subject thereto the *corpus* to go to such children of the marriage as the husband and wife by deed, or the survivor by deed or will should appoint, and in default of appointment or in case of an incomplete appointment to the children of the marriage equally, but no child taking under any appointment to be made in exercise of the power or powers thereinbefore contained should be entitled to any unappointed part of the said £13,000 without bringing the appointed share or shares into hotchpot. And as to the £5,000 assured by the policy (hereinafter called the £5,000 fund), upon trust to pay the income to the wife for life, and subject thereto the *corpus* to go to such children of the marriage as the wife

should by deed or will appoint, and in default upon such and the same or the like trusts for such and the same or the like intents and purposes, and with, under, and subject to the same or the like powers, provisoes, and agreements as were thereinbefore declared concerning the £13,000 fund after the decease of the survivor of husband and wife and in default of appointment by them and the survivor of them (except the ultimate trust thereof). The wife died on the 15th of January, 1869, without having exercised, either jointly or separately, any power of appointment. There were three children of the marriage, viz., Frederick T. Grey, the defendant Mary C. Grey, and Charles F. Grey. The said Frederick T. Grey was dead, and his estate was represented by the defendant, Mrs. Grey, his widow. After the wife's death the husband made two appointments by deed dated the 15th of February, 1871, and the 10th of August, 1878, respectively, by which he appointed £1,800 to Miss Grey, £637 16s. 2d. to C. F. Grey, £1,000 to F. T. Grey. And by his will, dated the 25th of July, 1895, he appointed £9,000 to Miss Grey. These appointments, with losses on changes of investment and costs, exhausted the £13,000 fund. On the 17th of September, 1895, the plaintiffs were appointed trustees of the settlement, and on the 11th of November, 1895, the husband died. The £5,000 fund being unappointed, the question arose whether in distributing the funds subject to the settlement the £5,000 fund and the £13,000 fund were to be aggregated for the purposes of hotchpot, or whether the £5,000 was divisible into three equal shares. *Hindle* v. *Taylor* (4 W. R. 62, 5 De G. M. & G. 577, pp. 593, 594), *Trew* v. *Perpetual Trustee Co.* (43 W. R. 636; 1895, A. C. 264), *Re Perkins* (41 W. R. 171), *Montague* v. *Montague* (15 Beav. 565), and Davidson's Conveyancing (3rd ed., vol. iii., part 1, pp. 170, 171) were referred to.

ROMER, J., thought that the trusts of the two funds were quite separate. The trusts of the £5,000 fund were only declared by reference for shortness, and not with the object of making the two funds one aggregate fund. *Hindle* v. *Taylor* was a case of a will, and a will dealing with charges, and so was *Trew* v. *Perpetual Trustee Co.*, where the principle was well set forth by Lord Hobhouse (1895, A. C. at p. 268). In *Re Perkins* the trusts of the funds were to be identical, but here the words were the "same or the like," and *Re Perkins* did not apply. The appointees of the £13,000 fund were therefore entitled to participate in the £5,000 fund without bringing their shares under the appointments of the £13,000 fund into hotchpot.—COUNSEL, *Younger; Vaughan Hawkins; Stokes.* SOLICITORS, *T. W. Mitchell; Philip Thornton*, for *C. D. Forster & Co.*, Newcastle-on-Tyne.

[Reported by J. F. WALEY, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

Re **WILLIAMS, WILLIAMS** *v.* **WILLIAMS.** No. 2. 13th and 15th March, 5th April.

WILL—CONSTRUCTION—ABSOLUTE GIFT IN CONFIDENCE—PRECATORY TRUST—CONDITION.

This was an appeal from a decision of Romer, J. The question was whether the testator had, by the language of his will, created a binding obligation on his wife in favour of his daughter, or had only expressed a desire. The facts were as follow: The testator gave his residuary estate to his wife absolutely in the fullest confidence that she would carry out his wishes—namely, that she should during her life pay the premiums on a policy of insurance of £1,000 (which was her own property), and by her will bequeath to his daughter moneys payable on a policy of £300 on the testator's life (which was his property), as well as the moneys payable on the £1,000 policy. The testator's own property, apart from the £300 policy, was worth more than the amount payable in respect of the £1,000 policy on his wife's life. On the death of the testator his wife took possession of his property, and enjoyed it for her life. She died in 1896, having by her will bequeathed the £300 policy to her daughter, but left the £1,000 policy away from her. The daughter claimed the money payable in respect of the £1,000 policy from her mother's executors.

THE COURT (LINDLEY and SMITH, L.JJ., RIGBY, L.J., *dissentiente*) dismissed the appeal.

LINDLEY, L.J.—This is an appeal from Romer, J., and the question is whether the testator's widow is under any obligation with respect to the £1,000 policy if she accepted the property bequeathed to her by her husband's will. Romer, J., has decided that she is under no obligation. The question turns on the construction of the will. There is no doubt that an obligation can be imposed by any language clear enough to shew an intention to impose an obligation, and that where property is left to a person in confidence that he will dispose of it in a certain way, a binding obligation is created. Lord Eldon's statement in *Wright* v. *Atkyns* (1 Turner & Russ. 157) is plain on this point, and see also Lewin on Trusts, 8th ed., pp. 130, 131. But in each case the whole will must be looked at, and in some cases a trust has been inferred from language which would not be held to have this effect in more modern times. It is a mistake to suppose that the doctrine of precatory trusts is abolished. The term "precatory" only has reference to forms of expression, and an expression may be really imperative, though couched in language which is not imperative in form. A trust is nothing but a confidence reposed by one person in another, and enforceable in a court of equity. In one sense it is true that a trust of property cannot be created by a person who is not entitled to that property. But a person can dispose of his own property on a condition that the person who takes it shall dispose of his property in a particular way, and moreover a condition of this kind is enforceable in equity: *Messenger* v. *Andrews* (4 Russ. 478), *Re Stringley* (3 M. & G. 221), *Wright* v. *Wilkin* (10 W. R. 403, 2 B. & S. 232). The whole equitable doctrine of election where a testator disposes of property not his own is based on the principle that a court of equity will enforce performance of implied conditions on which property is given and accepted. In this case the testator has given the property to his wife absolutely in confidence that she will bequeath the £1,000 policy to his daughter. The effect of a devise of real estate to a person in fee in confidence that he will leave it by will was considered in *Wright* v. *Atkyns*, a full account of which is found in Sugden's Law of Property (pp. 376, *et seq.*). There the House of Lords decided that Mrs. Atkyns, whatever other questions were raised, took the property in fee simple, and anyone taking under her will took as a devise and not as an appointee under a power conferred on her by the testator (Sugden, pp. 381, 385, 387). This case goes far to show that the widow of the testator in the present instance took the property absolutely and not merely for life, and I am also of opinion that she took it free from the control of her co-trustee. But I also think, with James, L.J., in *Irvine* v. *Sullivan* (17 W. R. 1083, L. R. 8 Eq. 673), that "absolutely" means unlimited in point of estate and unfettered in respect of any condition or trust. Lord St. Leonards, in his work on the Law of Property, published in 1849, at p. 375, states the rule that if a testator really means his recommendation to be imperative he should express his intention in a mandatory form, and the modern authorities from *Lambe* v. *Eames* (19 W. R. 659, 6 Ch. App. 597) to *Re Hamilton* (43 W. R. 577; 1895, 2 Ch. 370) show how strong the tendency now is to recognise this rule. The particularity with which the testator has stated his wishes removes all difficulty in giving effect to those wishes if expressed in language shewn by the will to be intended to be imperative, but does not supply the want of imperative language. Here the testator has used the same language with respect to both policies. In my opinion he bequeathed his own policy to his wife free from any condition, and I am forced to the conclusion that she was not put to election as regards her own policy. The case is one of difficulty, and I am aware that there are decisions which, if followed, would be in the daughter's favour. But we have to construe the will before us, and other cases are useless except so far as they establish some principle of law. The testator's intention must be ascertained from the words used and effect given to the legal consequences of that intention when ascertained. In my judgment the testator has not used language sufficiently clear to impose any obligation on his widow, and I further believe that his actual intention was to give her a discretion with respect to his daughter.

SMITH, L.J., read a written judgment to the same effect.

RIGBY, L.J.—In the present case the question is one of condition or election, not of trust, as the testator could not declare a trust of his wife's property, but the cases as to trusts are so closely analogous that they must be examined. No authoritative case ever laid it down that there could be any other ground for deducing a trust or condition than the testator's intention as shewn by the will as a whole. The general intention was always treated as the matter to be ascertained, but it was from very early times pointed out that there could be no imperative obligation unless the subject-matter and the objects were both clearly ascertained. These fundamental points were laid down as early as 1782 by Lord Thurlow in *Harland* v. *Trigg* (1 Brown 142) and in the second case of *Wright* v. *Atkyns* (Turner & Russ. 147) Lord Eldon states the law thus: First, the words must be imperative; secondly, the subject must be certain; thirdly, the object must be as certain as the subject. These principles are elaborated by Lord Langdale in *Knight* v. *Knight* (3 Beav. 148). I have examined all the authorities cited in argument and many others but I cannot find a single case since *Wright* v. *Atkyns* in which these principles have been called in question, though there are repeated warnings that the intention, having regard to the whole will, must always prevail, and statements that the doctrine must not be extended. The careful discussion of the authorities in Lord St. Leonards' work on the Law of Property as administered in the House of Lords, 1849 (pp. 375-400), also seems to me important. [His lordship discussed the cases there cited, and continued:—] I have discussed these authorities to show that a substantial agreement as to principle had been arrived at before the series of cases beginning with *Lamb* v. *Eames*, which have been cited as though they altered the law on this subject. Without going through them seriatim I may say that in my opinion the conclusion that the words relied on did not create a trust in every case was based on some uncertainty either as to the subject or as to the objects of the supposed trust. In applying these principles to the construction of the particular document before us I cannot feel sure, in the face of the opposite conclusion arrived at by Romer, J., and my brothers in this court, that my construction is correct, but after much consideration I have arrived at a conclusion contrary to theirs. [His lordship then discussed the will, and stated that, in his opinion, the wife, in taking "absolutely," took beneficially, though not unconditionally as to the entire property, but subject to any condition afterwards imposed, and that the words which followed the gift did not operate as an expression of desire only.]—COUNSEL, *Neville*, Q.C., and *Arthur Rutherford; Leveti*, Q.C., and *Lewis; Medd.* SOLICITORS, *Norris, Allens, & Chapman*, for *J. M. Quiggin & Bros.*, Liverpool: *Maples, Teesdale, & Co.*, for *J. G. Roberts*, Mold; *Simpson & Co.*, for *Kelly, Keene, & Co.*, Mold.

[Reported by J. L. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

SPILLER *v.* **TURNER AND THE SCOTTISH AUSTRALIAN INVESTMENT CO. (LIM).** Kekewich, J. 31st March.

JOINT-STOCK COMPANY—ENGLISH COMPANY—COLONIAL BUSINESS CARRIED ON

BY ENGLISH COMPANY—COLONIAL DIVIDEND AND INCOME TAX—INCIDENCE OF COLONIAL TAXATION—PREFERENCE STOCKHOLDERS.

This was a special case stated in pursuance of R. S. C., ord. 34, to obtain the decision of the court as to the manner in which the dividend duty payable to the Government of the colony of Queensland under the Dividend Duty Act of 1890 of the Legislature of that colony, so far as such dividend duty was imposed upon or payable in respect of the interest payable to the holders of the guaranteed preference stocks, both 6 per cent. and 5 per cent., of the defendant company, ought, as between the different class of holders of stocks (ordinary and preference) of the defendant company to be borne and paid. The action was brought by the plaintiff on behalf of himself and all other holders of consolidated ordinary stock of the company against the defendant, who was by order authorized to defend on behalf of himself and all other holders of the guaranteed preference stocks, both 6 and 5 per cent., and the company. The defendant company was originally formed by a contract of co-partnership in 1841, and was, on the 27th of October, 1856, duly registered under the provisions of the Joint-Stock Companies Act, 1856 (19 & 20 Vict. c. 47), and therefore, by virtue of sections 177 and 196 of the Companies Act, 1862, became governed by the provisions of the Act of 1862 save as otherwise provided by section 196 of that Act. The provisions of the contract of co-partnership, so far as were material to the present case, were shortly as follows: By article 1 it was provided that the object and business of the company should be the acquisition of and the trading in land and real or personal property, as therein provided, in Australia and other British colonies. By article 2 it was provided that (*inter alia*) the capital could be increased by the issue of new shares, either upon the same footing as, or with any special or other preference or priority over, the original shares as therein provided. And it was declared that the company should be deemed to be established in England, and that the principal office or place of business should be in the City of London, and that the directors might appoint branch offices in Australia and certain other colonies as they might think fit. By article 6 it was provided (*inter alia*) that the directors should possess all usual powers, including powers for appointing agencies in the Australian colonies. By article 16 provision was made for the determination by the directors, after striking the half-yearly balance, whether any or what half-yearly dividends should be paid and what sum should be set aside for forming a reserve fund. By article 22 it was provided that any clauses and conditions of the contract might be rescinded, varied, or added to by such a majority of the shareholders as therein mentioned. The capital of the company, which originally consisted of £100,000 in shares of £1 each, and which was subsequently converted into stock, was from time to time increased, and on the 28th of April, 1865, as set forth in paragraph 7 of the special case: "Pursuant to a resolution of the company, the capital of the company was increased by the creation and issue of £200,000 6 per cent. preference stock upon the terms and conditions following—namely, that such stock should bear and be entitled to a guaranteed interest in perpetuity at the rate of 6 per cent. per annum, and should have priority in all respects as well in respect of principal as interest and arrears of interest (if at any time there should be any) of all stock of the company, and should be transmissible and transferable in the same manner and according to the same regulations and provisions as the other stock of the company, but so that the holders of such stock should not in respect thereof be entitled to vote, or be qualified to be elected as directors of the company." Certificates for the same under seal of the company were duly issued. Subsequently, two further sums of £200,000 preference stock were issued bearing interest at the rate of 5 per cent. and on very similar terms to the issue of the 6 per cent. stock, to which the new issue was expressed to be subject. The company had since its incorporation carried on its authorized business in Queensland and elsewhere, but its head office had always been in London, and it had never been registered or incorporated under the laws of any colony in Australia. On the 6th of November the Queensland Legislature passed an Act, by which it imposed a "dividend" duty of one shilling in the pound on the "dividends," whether called dividend, interest, or bonus, which were defined as any sums of money intended to be paid to or distributed among members of any company carrying on its business wholly or partially in Queensland. The company paid to the Colonial Treasurer in 1891 to 1895 the dividend duty on the dividends paid on the ordinary shares of the proportion of its capital employed in Queensland; but paid no duty in respect of interest paid on the proportionate amount of preference stock. The Queensland Government in 1896, in an action against the company recovered a sum of upwards of £3,500 in respect of arrears of dividend duty which had not been paid on the preference stock, which sum the company duly paid, and from that date the company duly paid dividend duty upon the interest payable to preference stockholders as well as upon the dividends paid to ordinary stockholders. Down to the 1st of January, 1891, the company paid to both classes of preference stockholders their interest in full without deducting the Queensland dividend duty, but since that date had deducted from the interest due to the preference stockholders an amount equal to the Queensland dividend duty thereon and placed the same to the credit of a suspense account to abide the decision of the court upon the questions raised in this action, which were (shortly): (1) Whether the company was entitled to deduct from the interest payable to preference stockholders the dividend duty payable in respect of interest paid to them to the Government of Queensland; (2) in what manner as between the different classes of holders of stocks, ordinary and preference, of the company, such dividend duty ought to be borne and paid; (3) whether the company was entitled to deduct from interest which would in future become payable to the preference stockholders the arrears of duty paid to the Queensland Government under the judgment of April, 1896; (4) in what proportion as between the various classes of stockholders such arrears of dividend duty so paid ought to be borne or paid.

KEKEWICH, J., said that Mr. Bramwell Davis's case rested on the argument that the ordinary shareholders and preference stockholders, whatever their rights *inter se* might be, were co-partners in a concern, one of the essential conditions of which was that the business should be carried on in the colony of Queensland, and that they therefore recognised the power of the Queensland Government to legislate in some way or other. Consequently it was said that neither the one nor the other class could complain if that power was exercised to the detriment of the one or the other respectively, and that they were bound by the legislative provisions of the colony and must submit to them. That argument seemed to his lordship to be based on a fallacy. The contract that he had to consider was not one of that character, but was a contract *inter se* of ordinary shareholders and preference or guaranteed stockholders. It established the rights *inter se* of the various classes of shareholders. His lordship then had to construe that contract—that was to say, to find out from it what were the respective rights of the parties interested. The *locus contractus* was in England, and it therefore followed that the rights of the parties must be construed by English law. But then it was said he ought to consider the place of fulfilment of the contract—the *locus solutionis*. There again, however, the *locus solutionis* was England, as England was the place where the interest was to be paid and where necessary steps, if any, must be taken to enforce payment, or to obtain judgment in respect of any matter contained in the contract. That being so, it followed that from whichever point of view the matter was regarded, it was governed by English law. Why, then, did it matter whether a local—here a colonial—law had said that the contract should not be performed?—for example, by saying to the preference stockholders that they should receive, instead of the 6 per cent. mentioned in the contract, a lesser sum—*e.g.*, 6 per cent., with a deduction on account of taxes. The shareholder might snap his fingers at the local Legislature, and was entitled, notwithstanding their law, to his full 6 per cent. That seemed to his lordship to be the result of the cases, even though, owing to the company having to pay the tax imposed by the Queensland Legislature, he might not get it so soon as he would have done otherwise. That being his lordship's opinion, it was immaterial whether the percentage should be regarded as interest or dividend, but though it was for the purposes of taxation by the colony undoubtedly the latter, for the purposes of the present case his lordship, as at present advised, thought it was interest.—COUNSEL, *Bramwell Davis*, Q.C., and *Upjohn*; *Renshaw*, Q.C., and *McSwinney*. SOLICITORS, *Simpson & Co.*

[Reported by C. C. HENSLEY, Barrister-at-Law.]

High Court—Queen's Bench Division.

THE MERSEY DOCKS AND HARBOUR BOARD *v.* COMMISSIONERS OF INLAND REVENUE. Div. Court. 7th April.

INLAND REVENUE—STAMP DUTY—ANNUITY—"CONVEYANCE ON SALE"—STAMP ACT, 1891 (54 & 55 VICT. C. 39), ss. 54, 60, 87 (2).

Case stated by the Commissioners of Inland Revenue. The short point for the decision of the court was whether certain bonds of the Mersey Docks Company given to secure annuities ought to be stamped under section 87 of the Stamp Act, 1891, as contracts for sale of an annuity or merely as a security for sums advanced. The Commissioners were of opinion that the contract between the appellants and their annuitants was a contract of sale and purchase, and that the annuity was not granted by way of repayment of any loan intended to be so repaid as to render the instrument chargeable with the lesser stamp duty of 2s. 6d. per cent. under section 87 (2), and that, therefore, the instrument was chargeable with duty at the rate of 10s. per cent. as "a conveyance or transfer on sale." The deed securing the payment of the annuity contained this clause: "This indenture witnesses that, on consideration of £300, the board do hereby . . . covenant and grant with and to the annuitants that the board and their successors will pay to the annuitants an annuity or yearly sum of £8 5s. . . . and the annuitants do hereby agree to accept the said annuity in full satisfaction and discharge of the said sum of £300 advanced and lent as aforesaid, provided always that the said annuity shall in all respects be subject to the provisions of the Mersey Dock Acts Consolidation Act, 1858, in relation to Mersey Dock annuities." The case then set out those sections of the Mersey Docks Act, 1858, which referred to the terms on which the company could purchase, extinguish, or redeem the annuities. The appellants contended that the instrument was not a conveyance or transfer on sale of any property within the meaning of schedule 1 of the Stamp Act, 1891. The sum of £300 paid for an annuity was in fact a loan to the company of that sum to be repaid, satisfied, and discharged by the annuity granted. The instrument was a covenant under which the payments on the loan were secured so long as the annuity was unredeemed, and was chargeable under section 87 (2) of the Act of 1891 with the same stamp duty—namely, one-eighth per cent.—as a covenant for the payment of £300. For the Crown it was contended that the instrument was "a conveyance upon sale," the transaction being one of the sale of an annuity, and ought accordingly to be stamped at the higher rate of 10s. per cent.

THE COURT gave judgment for the Crown.

WILLS, J., said that a careful examination of the Mersey Docks Acts shewed that the annuities were treated in the various sections as annuities granted for money paid, and the holder was spoken of as the "proprietor" of the annuity. Section 54 of the Stamp Act, 1891, said that for the purposes of the Act the expression "conveyance on sale" should include

every instrument whereby any property or any estate or interest in any property upon the sale thereof was transferred to or vested in a purchaser. The deed in this case did vest in the person who made the payment the property in the annuity. Consequently there was a "conveyance on sale." It also fell within the words of section 60 which provided that "Where, upon the sale of an annuity or other right not before in existence, such annuity or other right was not created by actual grant or conveyance but was only secured by a bond, warrant of attorney, covenant, contract, or otherwise, the bond or other instrument was to be charged with the same duty as an actual grant or conveyance, and was for the purposes of the Act to be deemed an instrument of conveyance on sale." The loan was never really meant to be repaid, and the annuity of £8 5s. a year paid to the annuitant could not be treated as a repayment of the loan itself. The contention of the Crown must be upheld and duty paid on the higher scale.

Grantham, J., concurred. Appeal dismissed.—Counsel, *Joseph Walton*, Q.C., and *Carver*; *The Attorney-General* (*Sir R. Webster*, Q.C.), *Danckwerts*, and *Peacock*. Solicitors, *Rowcliffes, Rawle, & Co.*, for *A. T. Squarey*, Liverpool; *Solicitor of Inland Revenue*.

[Reported by Erskine Reid, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* **BROWN.** Div. Court. 12th April.

Inland Revenue—Partnership Deed—"Settlement or Sale"—Surviving Partner to Pay a Fixed Sum and Take over all Liabilities—"Succession"—Succession Duty Act, 1853 (16 & 17 Vict. c. 51), s. 2.

Information preferred by the Attorney-General claiming succession duty in respect of a partnership arrangement entered into between the defendant George Brown and his late father, George Thomas Brown, cotton spinners. The contract of partnership was dated the 31st of March, 1881, and was for a term of five years. At that time the business was valued at £62,445. Prior to that date the son had managed the business for his father, and on being made a partner brought no capital into the partnership. The material terms of the deed were contained in paragraph 29, which was to this effect: If George Brown should die during the partnership then the father should be absolutely entitled to the whole of the assets of the partnership, and in that event he was, within six months, duly to execute and deliver to his son's executors or administrators a bond for the payment to them of the sum of £15,000. But if G. T. Brown should die during the partnership, then G. Brown should be absolutely entitled to the whole of the capital of the partnership, and was to execute and deliver to his father's executors or administrators a bond for the payment to them of the sum of £10,000. There was another deed of even date, drawn up in relation to the freehold property of the firm, which provided that the sum of £139 per annum was to be paid to the father as a rent-charge. The father and son carried on the business together until the 12th of October, 1884, when the father died. A claim for succession duty was then put in by the Crown in respect of the capital of the partnership passing to the defendant, less his original share therein and the sum of £10,000 payable to the estate of the deceased. For the Crown it was contended that the partnership arrangement, as set out in the deed of the 13th of March, 1881, was in substance a settlement by which the father desired to bestow a benefit on his son. The fact that there was some consideration moving from the son did not prevent it being one. On the other hand, if the transaction were a sale then no succession duty would be payable: *Crossman* v. *Regina* (18 Q. B. D. 256), *Fryer* v. *Morland* (3 Ch. D. 675). For the defendant, counsel pointed out that there was an absolute covenant under which the son was bound to pay £10,000 to his father's executors, no matter what the then value of the business might be. This fact, coupled with his liability under the deed of even date, might have rendered the bargain anything but a good one for the son, although it appeared at the time of executing the deeds that the sum he was to pay for the business to his father's executors or administrators was less than its fair market value. He submitted that the arrangement did not come within section 2 of the Act of 1853, and that the two parties had acted on a purely commercial basis in fixing what was a fair price to be paid by the son on his father's death.

The Court decided against the claim of the Crown.

Vaughan Williams, J., in giving judgment, said the question was whether the right which the defendant had to the assets and property of the business was a right which accrued to him by way of succession from his father, or was it a right which accrued to him by reason of his having purchased the interest for a sum agreed on by the parties when the partnership arrangement was entered into. If that transaction was in substance a gratuity by the father to the son, then the contention of the Crown was right. If on the other hand the son had fairly bought this interest, then there was no succession under section 2 of the Succession Duty Act, 1853, which defined "succession" as every past or future disposition of property by reason whereof any person had or would become beneficially entitled to any property, or the income thereof upon the death of another by reason of any such disposition or devolution. It was necessary to consider each part of the bargain to find out whether it was a settlement or a sale. In his opinion it was a sale, and taking all the facts into consideration, he thought the parties were right in fixing a sum much less than £62,000 as the fair purchase price. He preferred entirely to discard that figure as the proper value to place on the business under the circumstances, and thought in the event of the father having succeeded the son, the one-third would have been worth £15,000, and in the case of the son surviving the father the two-thirds would be worth to him but £10,000. No doubt these figures give a reasonable ground at first sight for the contention of the Crown that this remarkable arrangement could not be regarded as a commercial one, and ought to be considered as in substance a "settlement" made by the father in favour of his son, but from the facts stated it seemed to him the parties had arrived at what was the real commercial value of the business.

Kennedy, J., concurred. Information dismissed.—Counsel, *Solicitor-General* (*Sir R. B. Finlay*, Q.C.) and *Vaughan Hawkins*; *Haldane*, Q.C., and *Danckwerts*. Solicitors, *The Solicitor of Inland Revenue*; *Rowcliffes, Rawle, & Co*, for *Richard Jackson*, Chorley.

[Reported by Erskine Reid, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* **THE NEW YORK BREWERIES CO. (LIM.).** Div. Court. 7th and 8th April.

Inland Revenue—Estate Duty—Foreign Will—English Company—Registration of Transfer of Shares to Executors—Probate not taken out in England—"Taking Possession of and Administering"—55 Geo. 3, c. 184, s. 37—44 Vict. c. 12, s. 40.

This was an information by the Attorney-General on behalf of the Crown. The question raised was whether the defendant company were liable to the penalties imposed by 55 Geo. 3, c. 184, s. 37, and 44 Vict. c. 12, s. 40, for having registered the transfer of certain shares to the executors of a deceased person abroad, and for paying them interest and dividends, no probate having been taken out in this country. The defendant company was registered under the Companies Acts, 1862 to 1886. The capital of the company consists of preference shares, ordinary shares, and debentures. The registered office of the company is in London, and the books and register of the company are kept there. The company was established to acquire and carry on the business of H. Clausen & Son, brewers in the United States. By the articles of association it was provided that on the death of a shareholder the executors should be the only persons recognized by the company as having any title to his shares, and that a person entitled to a share by transmission should be entitled to receive and give a discharge for any moneys payable in respect of the share. In December, 1893, H. Clausen, jun., a person domiciled in New York, died, having by a will, according to the law of his domicil, appointed executors to whom letters testamentary were granted by the court of New York. At the date of his death the said Clausen was the registered holder in the books of the defendant company in London of certain shares and debentures in the said company to the nominal value of over £42,000. The said will was not proved in England, nor was administration or representation to his estate in any form granted or taken out in England. The company, at the request of the executors, paid to them the interest and dividends payable in respect of the said debentures and shares, and transferred in the books of the company in London one preference share, one ordinary share, and one debenture into the names of the executors as being the persons lawfully entitled to receive the interest and dividends, and to hold and have transferred to them the said shares and debentures. This was done, it was alleged, to the knowledge of the company, in order to escape payment of duty. According to American law the company, if they had refused the request of the executors, would have been liable to have been sued in the courts of New York, and ordered to pay the value of the shares and debentures and the interest and dividends to the executors, and the property of the company situated in the State of New York would have been liable to seizure to satisfy the judgment. The Crown claimed that by acting as aforesaid the defendant company did in fact take possession of and administer the shares and debentures, interest and dividends so tranferred, paid, and dealt with as aforesaid, being part of the personal estate of the said H. Clausen, situate and capable of being dealt with in England, and became an executor *de son tort* thereof, and also became liable to the penalties imposed by section 37 of 55 Geo. 3, c. 184, and section 40 of 44 Vict. c. 12; and that the company was liable to account to the Commissioners of Inland Revenue for the value of the personal estate of the said H. Clausen in this country, and to pay such duty as would have been payable if probate or administration to the said H. Clausen in this country had been duly obtained. The prayer of the information was for a declaration to that effect. Section 37 of 55 Geo. 3, c. 184, provides that: "If any person shall take possession of and in any manner administer any part of the personal estate and effects of any person deceased without obtaining probate of the will or letters of administration of the estate and effects of the deceased within six calendar months of his or her decease . . . every person so offending shall forfeit the sum of one hundred pounds. . . ." Section 40 of 44 Vict. c. 12 provides that: "If any person who ought to obtain probate and letters of administration . . . shall neglect to do so within the period prescribed by law for the purpose, he shall be liable to pay to her Majesty double the amount of duty chargeable, and the same shall be a debt due from him to the Crown, and be recoverable by any of the ways or means now in force for the recovery of probate, legacy, or succession duties." During the arguments the following cases were cited: *San Paulo Railway Co.* v. *Carter* (44 W. R. 336; 1896, A. C. 31), *Attorney-General* v. *Higgins* (2 H. & N. 330), *Cook* v. *Stevens* (1897, 1 Ch. 422), *Commissioner of Stamps* v. *Hope* (1891, A. C. 476), *Re Commercial Bank Corporation of India and the East* (18 W. R. 202, 5 Ch. App. 314), *Sharland* v. *Mildon* (5 Hare 469), *Paull* v. *Simpson* (9 Q. B. N. S. 365), *Badger* v. *Arch* (10 Ex. 333), *Sykes* v. *Sykes* (18 W. R. 551, L. R. 5 C. P. 113), *Peters* v. *Leader* (47 L. J. Q. B. 573).

The Court (Wills and Grantham, JJ.) gave judgment for the defendants.

Wills, J.—The claim for the Crown is under 55 Geo. 3, c. 184, s. 37, which enacts that if any person take possession of and administer any part of the personal estate of a deceased person without obtaining probate within six months of his decease, such person shall be liable to

certain penalties. The question here is whether what the defendants have done is a taking possession of and administering the estate of Clausen. It is not necessary to discuss the question as to administering, for if there be no taking possession there can be no administering. The words "taking possession" used in section 37 refer to some act that an executor can do in order to get hold of the property of a deceased person. What the defendants did merely amounted to a recognition of the executors' title, and was the performance of a ministerial act. That is certainly not an act which could have been done by the executors. It was not a taking possession of the property of the deceased. It is analagous to their handing over to the executors the interest and dividends that accrued due after the death of the testator, and clearly that could not be said to be a taking possession of. It is very old law that an executor can act before he takes out probate. He may commence an action, and it would only be for purposes of evidence at the trial that probate would be required. It has been contended that this principle of law has been altered by section 11 of 47 & 48 Vict. c. 62, but that is not so. The title of executors depends upon the will, and not upon the probate. The defendants were debtors to the testator and under an obligation to do something for his executors. Section 37 does not make it unlawful to pay such a debt or to deal with an executor as an executor, it only makes it an offence for an executor to act as such if he does not take out probate within six months. In acting as they have done the defendants have not taken possession of and administered the estate, nor are they the persons who could have done so. The defendants have not intermeddled in the estate, but have merely done that which the common law enables them to do—namely, to pay debts to the executors. Therefore the contention of the Crown fails, and there must be judgment for the defendants.

Grantham, J., delivered judgment to the same effect. Judgment for the defendants with costs.—Counsel, *Sir R. Webster*, A.G., *Sir R. Finlay*, S.G., and *Vaughan Hawkins*,; *F. Moulton*, Q.C., *Asquith*, Q.C., *Bremner*, *F. Gore-Brown*, and *Roskill*. Solicitors, *Solicitor to Inland Revenue*; *Burn & Berridge*.

[Reported by E. G. Stillwell, Barrister-at-Law.]

REG. *v.* PELLY AND ANOTHER, JUSTICES OF ESSEX. 31st March.

Licensing Acts—Licensed Premises—Closing Hours—Person Drunk on Licensed Premises during Closing Hours—Liability to Penalty—Licensing Act, 1872 (35 & 36 Vict. c. 94), s. 12.

Rule *nisi* for a writ of *certiorari* to remove into the Queen's Bench Division for the purpose of quashing the same a conviction by two justices of the peace for the county of Essex, on the 9th of January, 1897, whereby one Lacy was convicted of being found drunk on licensed premises. The rule was obtained at the instance of the defendant Lacy, who had been convicted. According to the evidence of the police-constable, who was on duty near the Bell Inn, Chipping Ongar, it appeared that the constable, having reason to suspect that all the persons had not left the premises at closing time on Sunday, the 26th of December, 1896, went to the door of the premises about fifteen or twenty minutes past ten o'clock; he knocked at the door and was admitted, and he there found the defendant Lacy, who was drunk. Lacy told the constable that he had taken and paid for a bed in the inn for that night, and that he was a lodger in the house, and the landlord also stated that he was a lodger and had paid for his bed. Lacy was summoned for being found drunk on licensed premises contrary to the provisions of section 12 of the Licensing Act, 1872, which section provides, that "every person found drunk in any highway or other public place, whether a building or not, or on any licensed premises, shall be liable to a penalty," &c. This summons was heard before a court of summary jurisdiction at Ongar, when the justices found as facts that the defendant was found drunk by the constable on licensed premises, that it was after closing hours—ten o'clock being the closing hour—and they also found as a fact that the defendant was not on the said 20th of December a lodger or inmate at or on the licensed premises and was not intending to sleep there that night, and they accordingly convicted him of the offence of having been found drunk on licensed premises, contrary to the provisions of section 12 of the Act, and imposed a fine of 5s. A rule to bring up and quash this conviction was obtained on the ground that "licensed premises" in section 12 means premises which are open to the public and before closing time, and that as the premises in question were not at the time the defendant was found therein open to the public, but were, in fact, closed and had been closed since ten o'clock, the defendant was not found drunk on "licensed premises," and therefore no offence had been committed, and in support of this contention the case of *Lester* v. *Torrens* (25 W. R. 691, 2 Q. B. D. 403) was cited. In shewing cause against the rule it was contended that the real question was whether the licensed premises remained licensed premises after closing hours, when in fact they were closed to the public; that the licensed premises still remained licensed premises after closing hours, and that therefore a person found drunk therein after closing hours was "found drunk on licensed premises" within the meaning of section 12 of the Act; and that the principle of *Lester* v. *Torrens* had no application to such a case as the present, as all that case decided was that the landlord himself, who was, after closing hours, found drunk in his own house, being licensed premises, could not be convicted under the section inasmuch as he was an inmate of the house, whereas in the present case it was expressly found as a fact by the justices that the defendant was not a lodger or inmate in the house at the time he was found drunk therein.

The Court (Hawkins and Lawrance, JJ.) discharged the rule.

Hawkins, J.—I am of opinion that this rule ought to be discharged. The conviction which is sought to be quashed here is a conviction under section 12 of the Licensing Act, 1872, which says that "every person found drunk on licensed premises" shall be liable to a penalty. Now, it is said that ten o'clock is the time for closing, and it is argued that if a person is found drunk ten minutes before ten in the licensed premises he is liable to this penalty, but that if he remains after closing time, whether for the purpose of getting sober or getting more drink, and is found drunk in the licensed premises ten minutes after ten he is not liable to the penalty; and in support of this contention the case of *Lester* v. *Torrens* was cited. I may say that I absolutely agree in that decision, as that was a charge against the owner himself of the licensed premises of being found drunk in his own premises when the day's work was over and the house was actually closed to the public, and the court came to the conclusion that it could not have been the intention of the Act that a man should be liable to a penalty under such circumstances. He was a private individual in his own house doing that which everyone may do in his own house. Here the defendant was not in his own house; he was not a lodger or inmate of the house, and he was to my mind found on the licensed premises drunk and comes within the section, and this construction of the section is fortified by section 25. I think if a man goes in and uses a public-house and gets drunk in it, and remains in it when others have left—a house which he has no excuse for using at all except to use it as a licensed house—he is liable to be convicted under this section. I think, therefore, the justices were right, and this rule ought to be discharged.

Lawrance, J., concurred.—Counsel, *J. C. Earle*; *J. Ogle*. Solicitors, *Smith*, Ongar; *Haynes & Clifton*, Romford and London.

[Reported by Sir Sherston Baker, Bart., Barrister-at-Law.]

Solicitors' Cases.

BAKER *v.* ABBOTT. Romer, J. 8th April.

Practice—Costs—Solicitor and Client—Bankrupt Trustee—Charging Order.

The above was a case which came on for further consideration on the 6th of April, and was adjourned that his lordship might have the opinion of the taxing-masters on a point which had arisen as to the respective rights of the solicitor and the trustee in bankruptcy to costs due to a trustee who had become bankrupt.

Romer, J., read the following opinion of the taxing-masters:—Costs due to a trustee, who has become bankrupt, whether incurred before or after bankruptcy, are payable to the trustee in bankruptcy; unless the solicitor of the trustee obtains a charging order in his favour. If costs are payable out of a fund in court, the taxing-master by his certificate would not make them payable to the trustee's solicitor but to the trustee in bankruptcy, unless the solicitor obtains a charging order. They are nott the solicitor's costs at all, they are the trustee's costs, and being an asse-coming to him after bankruptcy, must be paid to his trustee in bank, ruptcy.—Counsel, *Ingpen*; *Jenkins*; *L. Eyland*; *Beddall*. Solicitors, *Fooks, Chadwick, Arnold, & Chadwick*; *Godfrey & Webb*; *Woodcock, Eylands & Tucker*; *Taylor & Taylor*.

[Reported by J. F. Walby, Barrister-at-Law.]

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

VICTORIA PENSION FUND.

Additional list of subscriptions up to the 28th April.

	£	s.	d.
Amount acknowledged last week	4,539	19	0
Morgan, Price, & Mewburn, 33, Old Broad-street, E.C.	3	3	0
John Stallard, Worcester	1	1	0
Thomas J. Gill, Manchester	26	5	0
Bird & Eldridges, 10, Great James-street, Bedford-row, W.C.	5	5	0
H. W. Miller, Ipswich	1	1	0
Hubbard & Shepard, 40, Chancery-lane, W.C.	2	2	0
W. J. Hicks (Hicks, Davis, & Hunt), 13, Old Jewry-chambers, E.C.	5	5	0
W. F. Woodward, Marlborough	1	1	0
Edward Holmes, Braintree	1	1	0
C. A. Jones, 2, Bond-court, Walbrook, E.C.	10	10	0
F. K. Munton, 95A, Queen Victoria-street, E.C.	25	0	0
Merriman, Pike, & Merriman, 25, Austinfriars, E.C.	21	0	0
Preston, Stow, & Preston, 35, Lincoln's-inn-fields, W.C.	10	10	0
E. Shirley Parker, Finsbury House, Blomfield-street, E.C.	1	1	0
W. S. Awdry, Birmingham	1	1	0
E. Y. Western, 35, Essex-street, W.C.	52	10	0
William Bache, West Bromwich	1	1	0
F. H. Turner, 40, Bedford-row, W.C.	2	2	0
Paines, Blyth, & Huxtable, 14, St. Helen's-place, E.C.	105	0	0
Samuel Harris, Leicester	105	0	0
	£4,920	18	0

The elevation of Mr. Ridley to the Bench, says the *Westminster Gazette*, recalls the recollection of the circumstance that he defeated the present Earl Grey, who, at a bye-election in April, 1878, for the representation of South Northumberland polled the same number of votes, by the casting vote of the Sheriff.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

The following are the awards of the Council of Legal Education upon the recent Easter Pass Examination held in the Inner Temple Hall on the 6th, 7th, and 8th of April:—

Pass Examination.

Inner Temple.—John S. Arkwright, Edward C. Bliss, Patrick J. Boland, Henry E. Brittain, George Cartwright, John W. Davies, Arthur J. Davis, Richard C. Davis, Charles C. Eley, William M. Foster, Claud G. Gordon, Percy R Grant, Harry C. H. Hamilton, William W. Leuchars, Herbert I. Pilcher, George B. Reid, Ernest M. V. Roderick, Charles F. Rumboll, John G. Rutledge, Frederick H. Schwann, Owen Seaman, Pery Shearman-Turner, Richard J. Statham, Charles G. Talbot-Ponsonby, Kenneth J. M. Teesdale, Thurlow R. Ubedell, Thomas E. Whelen, and Lionel M. Woodward.

Middle Temple.—Norman J. Black, William Caine, Nut Behari Chatterji, Campbell K. Finlay, Malcolm G. Gorrie, Henry H. Gregory, Charles A. Henry, Henry F. Herford, John E. Hilditch, Arthur Houston, Ralph Neville, Robert S. Paterson, Aubrey P. Pennell, Phaw Rai, Khuaja Mohammad Gholam Sadiq, Gerald P. Walker, and Arthur E. Wilberforce.

Lincoln's-inn.—Bepin Chundra Chatterjee, Jotindra Nath Dutt, Thomas M. French, Ahmed Hassen, John P. H. Heywood-Lonsdale, Lionel Horton-Smith, Harrie R. Lever, George M. W. Macdonogh, Walter L. M'Kinstry, Arthur Boi Quartey-Papafio, Henry H. Riley-Smith, Sheikh Shamsuddin, Har Bhajan Singh, George D. Timmis, and John B. Wainewright.

Gray's-inn.—Henry J. Comyns, Charles B. Elliott, Alexander Maconachie, Thomas D. Maxwell, Lancelot d'Eyncourt Miller, Emile Nathan, Thomas J. Thompson, Albert W. D. Tocke, and George A. Woodcock.

Examined, 126; passed, 69. Of the 57 candidates who failed, 19 were ordered not to be admitted for examination again until the Michaelmas Examination, 1897, and one not until the Easter Examination, 1898.

Roman Law only.

Inner Temple.—George R. Beardmore, George R. Brigstocke, Cecil R. L. Brooks, Arthur C. Carrara, James H. Dugdale, Akshaya Kumara Ghose, George W. Graham, William G. H. Gritten, Hon. Alexander C. Harris, William G. Hay, Harold Hopkins, John C. Lancaster, Percy W. F. Le Breton, James B. Miller, Jijaba Bajram Patil Mohite, George H. Morgan, Charles J. L. Rudd, Anthony A. Sanderson, Joseph L. S. Smith, George H. V. Sutherland, and Arthur L. B. Thesiger.

Middle Temple.—Frederick H. Berryman, Syed Mohammed Cassim, Michael J. Doherty, Tom Ekin, Robert L. Guthrie, Lewis W. Jones, Matthew H. S. Josephs, Philip B. Morle, Benjamin H. Newman, Erasmus D. Parker, Ernest W. Perkins, and Edwin J. Reynolds.

Lincoln's-inn.—John G. Addo, Shanker Lal Batra, William J. H. Brodrick, Richard C. Brown, William Kirk, Harcourt G. Malcolm, Joseph S. M'Arthur, Alan C. Nesbitt, Yeshwant Roo Raje Pandhre, Pravatkusum Ray-Choudhuri, and Charles H. Smith.

Gray's-inn.—Robert S. W. Bell, Madhu Sudan Bhagat, Laurence J. Byrne, William Grell, Mohammad Said Hakim, Surendra Nath Haldar, Muhammad Abdul Aziz Khan, William H. Mills, Des Raj Sahni, Gurdit Singh, and Johannes C. Stegmann.

Examined, 62; passed, 55. One candidate was ordered not to be admitted for examination again until the Michaelmas examination.

Roman Law and Constitutional Law and Legal History.

Inner Temple.—Godfrey R. Benson, George Arthur H. Branson, Ardeshir Kaikhoshru Cama, Gerard R. Hill, Carlos B. Lumsden, Phiroze Behramji Malabari, Arthur G. Mathews, John S. Roberts, George S. Robertson, and Rustum Dossabhoy Nusserwanjee Wadia.

Middle Temple.—Lewis F. Allan, Jogini Nishan Chattopadhyay, John Hall, Vyvyan A. Lyons, James E. Nicholls, William H. Sams, Kanwar Rughbir Singh, Arthur H. Taylor, and Alfred C. Thomas.

Lincoln's-inn.—Bolton C. Jones, Henry A. Little, Edward A. W. Milroy, Musa Hassambhoy Visram, and Arthur W. B. Welford.

Gray's-inn.—Samuel P. Kerr and William de Gallye Lamotte.

Examined, 34; passed, 26. One candidate was ordered not to be admitted for examination again until the Michaelmas examination.

Constitutional Law—Legal History only.

Inner Temple.—William G. Adams, Arthur J. Alison, William H. Allen, George F. Assinder, Nalina Kanta Banerjee, William P. Brigstocke, Nigel G. Davidson, John D. Fletcher, Edward W. Fordham, Charles A. Goldschmidt, Edward Higinbotham, Arthur C. Hue, Henry J. Jacobs, George C. Jobling, Charles B. Martin, Lionel E. Metchim, Robert P. B. Methven, Frank D. Perrott, Nigel R. Playfair, Leonard Poa eroy, Robert C. P. Ramsden, James R. L. Rankin, Guy H. G. Scott, George R. Shaw, Madhavrao Abaji Sitole, Francis J. G. Spranger, Thorold A. Stewart-Jones, Edgar G. Storey, William J. von Winckler, Henry G. Warter, Mark Waterlow, and Edward C. Willington.

Middle Temple.—Alfred P. Carryer, Arthur C. Connell, Edward M. Coward, Herbert E. Crook, Walter P. Dodge, William G. Hannah, Percy A. Harris, Hendrik J. Hugo, John H. S. Lloyd, Thomas B. Morrison, Samuel S. Mossop, Stanley W. Pears, Frank L. Riseley, Arthur H. Walsh, Hamilton Willis, John B. Wood, and William M'K. Young.

Lincoln's-inn.—Bry Bihares Lall Bisya, Gopal Mukund Bootee, James F. Clyne, William K. Lemon, William T. G. Lewis, Walter H. C. Minns, Jagendra Nath Mukerjee, Munshi Kashi Prasada, Charles K. Rayson, Scripati Charan Roy, Arnold Spence, Valentine F. Taubman-Goldie, Edmund H. Thruston, and James R. Walker.

Gray's-inn.—Edward J. S. Athawes, Cornelius A. Bergsma, Forrest Fulton, Louis J. Madelon, Isardas Oodharam, Bhagat Ram Puri, Alfred J. Robertson, Mahatab Singh, Subharama Swaminadham, and Frederick A. Vander-Meulen.

Number examined, 92; passed, 73. Two candidates were ordered not to be admitted for examination again until the Michaelmas Examination, 1897.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—April 13.—Chairman, Mr. J. S. Wilkinson.—The subject for debate was: "That the present Government does not deserve the confidence of the country." Mr. E. A. Bell opened in the affirmative, Mr. G. H. Head opened in the negative. The following members also spoke: Messrs. W. A. Jolly, G. H. Daniell, Archer White, A. W. Wa teon, A. C. F. Boulton, H. Lacy Addison.

April 27—Chairman, Mr. Arthur E. Clarke.—The subject for debate was: "That the case of *Chasley* v. *Ackland* (1895, 2 Ch. 389) was wrongly decided." Mr. J. S. Wilkinson opened in the affirmative, Mr. Ernest Allen seconded in the affirmative; Mr. F. G. Jones opened in the negative. The following members also spoke: Mr. C. Augustus Anderson, Dr. Archer White, W. A. Jolly, James Brennan, Neville Tebbutt, F. W. Berryman, G. G. Bailey. The motion was lost by seven votes.

NEW ORDERS, &c.

THE FRIENDLY SOCIETIES ACT, 1896.

The Lords Commissioners of Her Majesty's Treasury hereby give notice, pursuant to section 1 of "The Rules Publication Act, 1893," that they have made a draft regulation under "The Friendly Societies Act, 1896," and that copies of the draft regulation can be obtained at the office of the Chief Registrar of Friendly Societies, 23, Abingdon-street, Westminster, upon payment of 3d. per copy.

April 24.

LEGAL NEWS.

APPOINTMENTS.

Mr. William H. Lendon, solicitor, of the firm of Layton, Sons, & London, of 29, Budge-row, Cannon-street, London, E.C., has been elected Chairman of the Beckenham Urban District Council.

Mr. George Murton solicitor, of 11, King-street, Cheapside, London, has been appointed a Commissioner for Oaths. Mr. Murton was admitted in December, 1890.

CHANGES IN PARTNERSHIPS.

Dissolution.

Philip Roe Hockin and Arthur Frederick Budd Welch (Hockin & Welch), Dartmouth, Brixham and neighbourhood, solicitors. 15th April. [*Gazette*, April 23.

GENERAL.

The Lord Chief Justice presided at a meeting of the judges of the Queen's Bench Division at the Law Courts on Tuesday, when the judges chose their circuits for the Autumn Assizes, and transacted other business relating to the Queen's Bench Division.

It has been arranged, says the *Times*, that Mr. Justice Lawrance will go on the Home Circuit instead of the North Wales Circuit at the ensuing Summer Assizes, and will afterwards join Mr. Justice Day at Exeter on the Western Circuit, while Mr. Justice Ridley will go on the North Wales Circuit.

Mr. Justice Kennedy sat on Monday last, before the commencement of the sittings, to finish a commercial case with a special jury which occupied several days in last sittings. The learned judge adopted this somewhat unusual course because he had to be in Manchester on Tuesday.

Before the Committee stage of the Law of Evidence (Criminal Cases) Bill can be reached, says the *Times*, two instructions have to be disposed of. The first of these, which stands in the name of Mr. Healy, empowers the Committee to insert provisions for appeal in the case of all offences triable on indictment; and the second, for which Mr. Knox is responsible, empowers the Committee to insert provisions enabling necessitous prisoners, who desire to give evidence, to be represented by counsel at the expense of the prosecutor. In Committee amendments will be moved by Mr. H. C. Richards, providing (*a*) that no oath be administered, and (*b*) that the Bill do not apply to summary courts. Mr. Gibson Bowles has also given notice of an instruction empowering the Committee on the Bill to call for the attendance and take the opinion of her Majesty's judges. Mr. Bowles can cite no absolute precedent for summoning them to attend the House of Commons in an advisory capacity. He argues, however, that, as the House is competent to instruct a committee to hear counsel and call witnesses, the step proposed is perfectly regular.

The Finance Committee of the Corporation of London have recently considered the question of finance in connection with the proposed rebuilding of the Sessions-house in the Old Bailey. They state in their report that they had obtained from the surveyor an approximate estimate of the probable cost of carrying out the sketch plans for the new Courts, and they had instructed the officers to report as to the several sources from which the requisite funds might be obtained. The cost of the proposed rebuilding and complete equipment of the Sessions-house, with its various courts and offices, was estimated at £120,000. It was also proposed to utilize the female wing at Newgate, the freehold of the corporation, of an estimated value of £21,750. The land on which the existing Sessions-house and Courts stand, with the adjacent yard, is estimated to be of the value of about £50,000, and is also the freehold of the corporation. The trial of prisoners at the Central Criminal Court was not restricted to persons committed from the City and County of London, but included prisoners from Middlesex, Essex, and Surrey, and it might not be unreasonable to approach those various counties and suggest the desirability of a contribution being made by each towards the cost of the proposed rebuilding, such contributions to be based upon the proportions in which the respective counties are liable to contribute towards the salaries of the officers of the court—viz., London (including the City), 35-40ths; Middlesex, 2-40ths; Essex, 2-40ths; and Surrey, 1-40th.

The following are the arrangements made by the judges of the Queen's Bench Division for holding their courts during the ensuing Easter sittings. The Lord Chief Justice (Lord Russell) and Mr. Justice Cave will sit and try actions during the whole of the sittings, as also will Baron Pollock, except during his absence for a few days at the Central Criminal Court; Mr. Justice Hawkins will try actions until the 6th of May, after which he will sit with a Divisional Court; Mr. Justice Mathew will sit with a Divisional Court (the trial of commercial causes intervening) until he goes on the South-Eastern Circuit on the 29th of May; Mr. Justice Day will sit with a Divisional Court until the 6th of May, after which he will try actions until he goes on the Western Circuit on the 29th of May; Mr. Justice Wills will be absent on the Northern Circuit until about the 14th of May, and on his return will sit with a Divisional Court; Mr. Justice Grantham will try actions during the sittings, an attendance at the Central Criminal Court intervening; Mr. Justice Vaughan Williams will try bankruptcy business and companies winding-up cases, and actions if these cases are not ready at any time; Mr. Justice Lawrance will try actins until his departure for the North-Eastern Circuit on May 6, and on his return about May 19 will resume the hearing of actions until he leaves for the North Wales Circuit on May 29; Mr. Justice Wright will sit with a divisional court; Mr. Justice Collins will try actions (the sittings with the Railway and Canal Commission intervening) until he leaves for the South Wales Circuit on June 1; Mr. Justice Bruce will be in attendance at Queen's Bench Judges' Chambers during the sittings; Mr. Justice Kennedy will be absent on the Northern Circuit until about the middle of May, and on his return will try actions; and Mr. Justice Ridley will sit with a divisional court until May 6, when he will try actions until he leaves for the Home Circuit on May 29.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, May 3	Mr. Rolt	Mr. Pugh	Mr. Beal
Tuesday 4	Godfrey	Lavie	Leach
Wednesday 5	Rolt	Pugh	Beal
Thursday 6	Godfrey	Lavie	Leach
Friday 7	Rolt	Pugh	Beal
Saturday 8	Godfrey	Lavie	Leach
	Mr. Justice Kekewich.	**Mr. Justice Romer.**	**Mr. Justice Byrne.**
Monday, May 3	Mr. Pemberton	Mr. King	Mr. Jackson
Tuesday 4	Ward	Farmer	Carrington
Wednesday 5	Pemberton	King	Jackson
Thursday 6	Ward	Farmer	Carrington
Friday 7	Pemberton	King	Jackson
Saturday 8	Ward	Farmer	Carrington

EASTER SITTINGS, 1897.

COURT OF APPEAL.

APPEAL COURT I.

Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division Sitting in Bankruptcy.

Tues., April 27 — App motns ex pte—orgl mots — apps from ords made on interlocutory mots & new trial pa if required
Wednesday 28 / Thursday 29 — New trial paper
Friday 30 — Bkcy apps and new trial paper
Sat., May 1 — New trial paper
Monday 3 — App motns ex pte—orgl mots — apps from ords made on interlocutory mots and Q B final apps if required
Tuesday 4 / Wednesday 5 / Thursday 6 — Q B final apps
Friday 7 — Bkcy apps and Q B final apps
Saturday 8 — Q B final apps
Monday 10 — App motns ex pte—orgl mots — apps from ords made on interlocutory mots and new trial paper if required
Tuesday 11 / Wednesday 12 / Thursday 13 — New trial paper
Friday 14 — Bkcy apps and new trial paper
Saturday 15 — New trial paper
Monday 17 — App motns ex pte—orgl mots — apps from ords made on interlocutory mots and Q B final appeals if required
Tuesday 18 / Wednesday 19 / Thursday 20 — Q B final apps
Friday 21 — Bkcy apps and Q B final apps
Saturday 22 — Q B final apps
Monday 24 — App motns ex pte—orgl mots — apps from ords made on interlocutory mots and new trial paper if required
Tuesday 25 / Wednesday 26 / Thursday 27 — New trial paper
Friday 28 — Bkcy apps and new trial paper
Saturday 29 — New trial paper
Monday 31 — App motns ex pte—orgl mots — apps from ords made on interlocutory mots and Q B final appeals if required
Tues., June 1 / Wed. 2 / Thursday 3 — Q B final apps
Friday 4 — Bkcy apps and Q B final appeals

N.B.—Admiralty Appeals (with Assessors) will be taken on days to be appointed by the court.

APPEAL COURT II.

Final and interlocutory appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Courts.

Tues., April 27 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list), and Chan final apps if required
Wednesday 28 / Thursday 29 / Friday 30 / Sat., May 1 / Monday 3 / Tuesday 4 — Chan final apps
Wednesday 5 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required
Thursday 6 — County Palatine apps and Chan final apps
Friday 7 / Saturday 8 / Monday 10 / Tuesday 11 — Chan final apps
Wednesday 12 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required
Thursday 13 / Friday 14 / Saturday 15 / Monday 17 / Tuesday 18 — Chan final apps
Wednesday 19 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required
Thursday 20 / Friday 21 / Saturday 22 / Monday 24 / Tuesday 25 — Chan final apps
Wed. 26 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required
Thursday 27 / Friday 28 / Saturday 29 / Monday 31 / Tues., June 1 — Chan final apps
Wed. 2 — App motns ex pte—orgl mots—apps from ords made on interlocutory mots (sep list) and Chan final apps if required
Thursday 3 — County Palatine apps and Chan final apps
Friday 4 — Chan final apps

N.B.—Lunacy Matters (if any) are taken in Appeal Court II. on every Monday at Eleven until further notice.

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

CHANCERY COURT I.

MR. JUSTICE NORTH.

Tues., April 27 — Mots and adj sums
Wed. 28 / Thursday 29 — Adj sums
Friday 30 — Mots and adj sums
Sat., May 1 — Sht caus, pets, fur cons, & adj sums
Monday 3 — Sitting in chambers
Tuesday 4 / Wed. 5 — General paper
Thursday 6 — Mots for Romer, J, and gen pa
Friday 7 — Mots and adj sums
Saturday 8 — Sht caus, pets (including unopposed pets for Romer, J.), fur cons, and adj sums
Monday 10 — Sitting in chambers
Tuesday 11 / Wed. 12 — General paper
Thursday 13 — Mots for Romer, J, and gen pa
Friday 14 — Mots and adj sums
Saturday 15 — Sht caus, pets (including unopposed pets for Romer, J.), fur cons, and adj sums
Monday 17 — Sitting in chambers
Tuesday 18 / Wednesday 19 / Thursday 20 / Friday 21 / Saturday 22 — Witness actions
Monday 24 — Sitting in chambers
Tuesday 25 / Wed. 26 / Thursday 27 / Friday 28 / Saturday 29 — Witness actions
Monday 31 — Sitting in chambers
Tues., June 1 / Wed. 2 / Thursday 3 — Adj sums
Friday 4 — Mots and adj sums

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk the day before the cause is to be put in the paper.
If witness actions can be taken on any other days than those appointed, due notice will be given.

LORD CHANCELLOR'S COURT.

MR. JUSTICE STIRLING.

Tues., April 27 — Mots, adj sums, and gen pa
Wednesday 28 / Thursday 29 — General paper
Friday 30 — Mots, adj, sums and gen pa
Sat., May 1 — Sht caus, pets, adj sums, & gen pa
Monday 3 — Sitting in chambers
Tuesday 4 / Wednesday 5 / Thursday 6 / Friday 7 / Saturday 8 — Witness actions
Monday 10 — Sitting in chambers
Tuesday 11 / Wednesday 12 / Thursday 13 / Friday 14 / Saturday 15 — Witness actions
Monday 17 — Sitting in chambers
Tuesday 18 / Wed. 19 — General paper
Thursday 20 — Mots for Kekewich, J, and gen pa
Friday 21 — Mots, adj sums, and gen pa
Saturday 22 — Sht caus, pets, (including unopposed pets for Kekewich, J), adj sums, and gen pa
Monday 24 — Sitting in chambers
Tuesday 25 / Wed. 26 — General paper
Thursday 27 — Mots for Kekewich, J, and gen pa
Friday 28 — Mots, adj sums, and gen pa
Saturday 29 — Sht caus, pets, (including unopposed pets for Kekewich, J), adj sums and gen pa
Monday 31 — Sitting in chambers
Tues., June 1 / Wed. 2 / Thurs. 3 — General paper
Friday 4 — Mots, adj sums, and gen pa

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put into the paper.

CHANCERY COURT IV.

MR. JUSTICE KEKEWICH.

The following will be the Order of Business according to the days of the week:—
Monday—Sitting in chambers
Tuesday / Wednesday / Thursday — General paper
Friday (except May 21 and 28)—Motions and Adjourned Summonses.
The first day of the sittings, Tuesday, April 27, will also be a Motion day.
Saturday (except May 22 and 29)—Short Causes, Petitions, and Adjourned Summonses.

Actions for Trial with Witnesses will be taken on Tuesday, May 18, and continued until the end of the following week. Motions and Unopposed Petitions will be heard during that period by Mr. Justice Stirling.

Actions for Trial with Witnesses will also be taken at other times. Notice will be given in the Daily Cause List.

Mr. Justice Stirling's Motions and Unopposed Petitions will be taken in this Court while he is hearing Witness Actions—viz., on Thursdays, May 6 and 13.

Note.—There will be no Sitting on Wednesday, May 26, the day appointed for the celebration of H.M. Birthday.

CHANCERY COURT II.
MR. JUSTICE ROMER.

Tues., April 27		Mots and non wit list
Wed.	28	Non wit list
Thursday	29	
Friday	30	Mots and non wit list
Sat., May 1		Pets, sht caus, procedure sums, opposed pets, and non wit list
Monday	3	Sitting in chambers
Tuesday	4	Witness actions
Wednesday	5	
Thursday	6	
Friday	7	
Saturday	8	
Monday	10	Sitting in chambers
Tuesday	11	Witness List
Wednesday	12	
Thursday	13	
Friday	14	
Saturday	15	
Monday	17	Sitting in chambers
Tuesday	18	Non wit list
Wed.	19	
Thursday	20	Mots for North, J, and non wit list
Friday	21	Mots and non wit list
Saturday	22	Pets, sht caus, opposed pets, procedure sums, and non wit list, including unopposed pets for North, J
Monday	24	Sitting in chambers
Tuesday	25	Non wit list
Wednesday	26	
Thursday	27	Mots for North, J, and non wit list
Friday	28	Mots and non wit list
Saturday	29	Pets, sht caus, procedure sums, opposed pets, and non wit list, including unopposed pets for North, J
Monday	31	Sitting in chambers
Tues., June 1		Non wit list
Wed.	2	
Thursday	3	
Friday	4	Mots and non wit list

N.B.—If the witness list should be taken on any days other than those above appointed, due notice will be given. When the witness list is being taken, further considerations will not be taken on the Tuesdays.

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Chief Clerk's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the paper.

CHANCERY COURT III.
MR. JUSTICE BYRNE.

Actions transferred for Trial or Hearing only will be taken in the order in the Cause List on every day of the Sittings, from April 27 to June 4, both inclusive.

Business in the Liverpool and Manchester District Registries will be taken as follows:—

Summonses in Chambers on every other Saturday commencing with Saturday, May 8.

Motions, Short Causes, Petitions, and Adjourned Summonses on every other Saturday, commencing with Saturday, May 8.

N.B.—In addition to the above, Manchester Business only will be taken on Saturday, May 1.

COURT OF APPEAL.

EASTER SITTINGS, 1897.

APPEAL COURT I.—NOTICES.

Queen's Bench interlocutory appeals will be taken in Court I. on **Tuesday, April 27,** and afterwards on every Monday in Easter Sittings. **Bankruptcy** appeals will be taken on **Friday, April 30,** and following **Fridays.**

Queen's Bench final appeals and new trial motions will be taken in Court I. in alternate weeks during the Sittings. New trial motions will be taken in Court I. on Tuesday, April 27, and following days in that week. Final appeals in the second week.

On Mondays and Fridays final appeals or new trial motions will be taken, if there are not enough interlocutory or bankruptcy appeals for a day's paper.

Admiralty appeals (with assessors) will be taken in Court I. on days specially appointed by the Court, notice of which will appear in the Daily Cause List.

APPEAL COURT II.—NOTICES.

N.B.—Interlocutory appeals from the Chancery and Probate and Divorce Divisions will be taken in Court II. on Tuesday, April 27, and afterwards on every Wednesday (except Wednesday, April 28) in Easter Sittings.

N.B.—Subject to Chancery interlocutory appeals on Wednesdays, Chancery final appeals will be taken every day in Court II. until further notice.

N.B.—When the interlocutory appeals are not enough for a day's paper, Chancery final appeals will be added on interlocutory days.

Appeals from the Lancaster and Durham Palatine Courts (if any) will be taken in Court II. on Thursday, May 6, and Thursday, June 3.

FROM THE CHANCERY DIVISION.

Judgment Reserved.

(Final List.)

1896.

Pneumatic Tyre Co, ld v East London Rubber Co app of defts from order of Mr Justice Romer, dated Dec 8, 1896 (c a v April 14)

FROM THE CHANCERY DIVISION.

(Final List.)

1896.

In re T Armstrong's Patent 18,719 of 1894 & Patents, Designs, &c, Acts (In re Petition of J Yates) appl of Thomas Armstrong from order of Mr Justice Kekewich, dated July 16, 1896 (s o 7 days after order passed), to come on with No 2 July 22

Yates v Armstrong appl of plt from order of Mr Justice Kekewich, dated July 16, 1896 (No 1 to come on with this) Sept 18

In re the Application of Eastman's Photographic Materials Co, ld, for Registration of Trade Mark, No 187,707, and Patents, Designs, &c, Acts app of Eastman's Photographic Materials Co, ld, from order of Mr Justice Kekewich, dated Nov 6, 1896 Nov 19

1897.

In re Roberts Knight v Roberts app of dft from order of Mr Justice Byrne, dated Jan 19, 1897 March 3

Ogilvie v Littleboy app of plt from order of Mr Justice Byrne, dated March 2, 1897 March 4

Wood v Raphael app of plt from order of Mr Justice Romer, dated Nov 25, 1896 March 8

Fitzgerald v Firbank app of dft from order of Mr Justice Kekewich, dated Dec 9, 1896 March 9

In re The Magnolia Metal Co's Trade-Marks, 86,401—90,573 and 180,551, and Patents, &c, Acts app of The Magnolia Metal Co from order of Mr Justice Kekewich, dated Feb 25, 1897 (security ordered) March 10

Dalton v Fitzgerald app of dft from judgt of Mr Justice Stirling, dated Feb 18, 1897 (order not perfected) March 11

Boaler v Corporation of British Investors ld & Co's Act, 1862 app of B Boaler from order of Mr Justice Romer, dated Feb 19, 1897 (security ordered) March 17

FROM THE QUEEN'S BENCH DIVISION.

Judgments Reserved.

(Final List.)

James v Ridet app of dft from judgt of Mr Justice Grantham, dated May 16, 1896, at trial without a jury, Middlesex (c a v Jan 19)

(Interlocutory List.)

Colley v Stroud appl of J. Rosenberg from order of Mr. Justice Lawrance, dated Feb 25, 1897 (c a v April 12)

FROM THE QUEEN'S BENCH DIVISION.

For Hearing.

(Final List.)

1896.

Sellars v Brown app of plt from judgt of Mr Justice Kennedy, dated June 17, 1896, at trial without a jury, Middlesex (security ordered) June 24

National Opalite Glazed Brick & Tile Syndicate, ld v Ceralite Syndicate, ld app of dfts from judgt of Mr Justice Grantham, dated Aug 5, 1896, at trial without a jury, Middlesex (security ordered) Sept 1

In re H R Elton & In re The Solicitors' Act, 1888 app of H R Elton from judgt of Baron Pollock & Mr Justice Bruce, dated Dec 17, 1896 Dec 23

Guez v The London Exhibition ld app of plt from jdgt of Mr. Justice Cave, dated December 10, 1896, at trial without a jury, Middlesex Feb 11

Aktieselkab Helios v Ekinan & Co app of plts from jdgt of Mr Justice Collins, dated Jan 27, 1897, at trial without a jury Feb 19

Nish v Calvert app of dft from jdgt of Mr. Justice Kennedy, dated Feb 8, 1897, and common jury, Middlesex Feb 20

In re an appln by W. H. Squier for relief against claims by C. A. Creasey the London and Eastern Counties Loan & Discount Co ld (Crown Side) app of the Loan Co from jdgt of Mr Justice Collins, dated Jan 29, 1897 Feb 22

Universe Insce Co of Milan v Merchants' Marine Insce Co ld app of plts, from jdgt of Mr. Justice Collins, dated November 13, 1896, without a jury, Middlesex Feb 23

The Church Extension Assoc (Incorporated) v The Mayor, &c., of Birkenhead app of plts from jdgt of Mr Justice Wright, dated Feb 10, 1897, at trial without a jury, Middlesex Feb 23

The Conservators of The River Thames v Smeed, Dean, & Co & anr app of plts from judgt of Mr. Justice Bruce, dated Feb 12, 1897, at trial without a jury, Middlesex Feb 26

H G Heather v J W Marsh (A R Marsh, clmt) Crown Side app of plt from judgt of Justices Wright & Bruce, dated Jan 19, 1897 March 4

Haggenmacher v Watson, Todd, & Co app of plt from judgt of Mr. Justice Wright, dated Feb 24, 1897, at trial without a jury (security £75 ordered) March 8

Baerselman v W Robertson & Co app of dfts from judgt of Mr. Justice Mathew, dated March 5, 1897, at trial without a jury, Middlesex March 11

Trustee of the Property of H New, dec v W Hunting app of plt from judgt of Mr Justice Vaughan Williams, dated March 6, 1897, at trial without a jury, Middlesex March 12

Sheers & anr v Thimbleby & Son app of dfts from judgt of Mr. Justice Charles, dated Feb 23, 1897, at trial without a jury, Lincoln March 16

Trevalion v Anderson app of plt from judgt of Mr. Justice Charles, dated December 19, 1896, at trial without a jury, Middlesex March 19

Linney v Taylor app of dft from judgt of Mr. Justice Charles, dated March 5, 1897, at trial with a jury, Nottingham March 19

Furness v Holmes app of plt from judgt of Mr Justice Wright, dated March 22, 1897, at trial without a jury, Middlesex March 23

Norreys v Hodgson app of plt from judgt of Mr Justice Mathew, dated March 10, 1897, at trial without a jury, Middlesex March 27

Wenlock v Baird, Thompson, & Co (Baird, Thompson, & Co, ld & anr 3rd parties) app of dfts from judgment of Mr Justice Charles, dated January 13, 1897, at trial without a jury, Middlesex (security ordered) March 29

Pannenberg v Stockdale app of dft from judgt of Mr. Justice Kennedy, dated March 25, 1897, at trial without a jury, Liverpool April 5

Gruning & Co v Berisford app of dft from judgt of Mr Justice Kennedy, dated March 27, 1897, at trial with special jury, Liverpool April 7

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

EASTER SITTINGS, 1897.

Chancery Causes for Trial or Hearing.

(Set down to Thursday, April 15, 1897, inclusive.)

Before Mr. Justice NORTH.

Causes for Trial (with witnesses).

Bulpett v Link act
Hippisley v Sweet act
Hughes, Chenery, & Co v Mines Acquisition, &c, Co, ld (transferred from Q B—to come on immediately after No 29)
Robson v Stevens act
Dickson v Eking act
Kirk v Kirk act
Pneumatic Tyre Co, ld v The Ixion Patent Pneumatic Tyre Co, ld act
Midland Ry Co v Toplis act
Laycock v Jamieson & W Tuke act
Smith v Rowlands act
C de Murrieta & Co, ld v Galindez act
Spurgeon v R Spurgeon, ld act
Wilkinson v Storry act
Prall v Gann act
Attorney-General v Hendon Rural District Board act
Bendit Bros v Hirth act
Dye v Patman act set down by order
King v Myers act
Slaithwaite Spinning Co ld v Hirst act
C de Murrieta & Co ld v Galindez act
Bullivant & Co v The Iberian Iron Ore Co ld act
Green v Hatchett act & m f j
Collins v Cooper act
Parr v Tompson act
Pneumatic Tyre Co ld v Rimington Bros & Co act
Same Co v Warrilow act
McDiarmid v Hamnett act
Black & White Publishing Co ld v Illustrated Press and Photographic Agency ld act
Hughes, Chenery, & Co v Consort Deep Level Gold Mines ld act & counter-claim (No 3 to come on immediately after this, by order)
Allen v Pritchard act
Thomson v Thomson act
Rice v Rice act, m f j & counter-claim
Marquis of Abergavenny v Parsons act (Trinity Sittings)
Bartlett v Spiking & Co act (not before Aug 1)
Williams v Williams act
Universal Industrial Syndicate, ld v Eadie act
Martin v Roberts act (Trinity Sittings)
In re Eagle, Cardinall v Eagle act
Tantcn v Reeve act
Locock v Fortescue act
Douglas & Bannatyne v Consort Deep Level Gold Mines, ld act
The Pneumatic Tyre Co ld v Rogers act
Ellison v Fawcett act & counter claim
Hyndman v Crawford act
The Greater London Property Co, ld v Spence act
Baker v Bevan act
In re Hughes, Faber v Gye act
Owen & Co, ld v the Barry Railway Co act

Before Mr. Justice STIRLING.

Causes for Trial (with witnesses).

In re Parmiter Parmiter v Parmiter act
D'Arcy v D'Arcy act
Nicholson v Brown act (transferred from Q B Division)
Jones v Roberts counter-claim set down by order, May 11, 1896
Underhay v Quinn act
Croshaw v Lyndhurst Ship Co, ld act
Lord Churston v Buller Buller v Lord Churston act
Burton v Simpson act
In re Buxton Buxton v Buxton act
Mardon v Engelbach act
Williams v Jones act without pleadings (plt dead)
Stokes v Prance act (not before Trinity Sittings)
In re Swinton Newrick v Astbury issue for trial
Harries & Co v Lock act
Cameron v Smith act
Lewis v Nantyglow, &c, Iron Works, ld issue for trial set down by order, dated March 28, 1896
Whitwham v Manchester, &c, Ry Co act
Salter v Bauer act
In re Davis Davis v Angcr act
Dalzell v Stirling act
In re Davey Davey v Greenfield act
Attorney-Gen v Bull act
Burge v The International Tea Co's Stores, ld act
Henderson's Transvaal Estates, ld v Barnato Bros act
Hill v Tanner act
Stevenson v Harward act
Clark v Sharp & Co act
Thornton v Shipley Gas Light Co act
Martin v O'Driscoll & Co act
Grey v Wallace act
The Birmingham Breweries ld v Jameson act
The Pneumatic Tyre Co ld v Whymper, jun and six other actions, consolitated act
Same Co v MacLellan act
Sitwell v Worrall act
Snapper v Fox act
Griffiths v Marquess of Bute act
In re The Truffault Cycle and Tube Manufacturing Co ld & Co's Acts motn entered in Witness List by order, dated Dec 4th, 1896
Clarke v Odhams act
Bower v Broome act
In re Marriott Marriott v Marriott act
Ibbetson v Clarkson act
Lewis v Powell act & counter-claim (transferred from Q B Division)
Ward v Mayor, &c, of Portsmouth
Brook v Brook act

Before Mr. Justice KEKEWICH.

Causes for Trial (with witnesses).

Devon & Cornwall Banking Co, ld v Honey act
Fraser v Mozambique Gold Mines, ld act
In re Hilton Webster v Braxton act (Manchester D R)
Pratt v Lee act
In re The Peruvian Corpn, ld General, &c, Trust ld v The Peruvian Corpn ld act
Hoe & Co v Foster & Sons act (pleadings to be delivered)
Balston v Medway Paper Mill Co, ld act pt hd
Jervis v Abdy act (to come on immediately before No 49)
Miller v Peel act
Dr. Jaeger's Sanitary Woollen System Co, ld v Walker act
Attorney-Gen v Hodgman act
Fricker v Charlesworth act
Itter v Frecker act
Peaston v Clark act
Williams v Pinckney act & m f j
Long v Lawrence act
Faber v Mayor, &c, of Poole act
The London Freehold & Leasehold Property Co, ld v Baron Suffield act & m f j (not before May 18)
Birket v The New St Augustines ld act
In re Soames Church Schools Co ld v Soames act
In re Lister Kelly v Webster act
In re Coolgardie Mint, &c, Co (ordered to go into Witness List)
Motion v Mills act without pleadings, set down by order
Jenkins v Clarke act
Abbott v Jessop act
Goodacre & Sons v Mather act, counter-claim, and m f j
Norman v Norman act
Prince Brew of Dunquah v African Mahogany Co ld act
Trustee of Property of C C Prance, &c v Prance act
Hawthorne v Scott act
Massey v Hill act
Day v Challis act
Galland v Lidiard act
Actien Gesellschaft fur Cartonnagen Industrie v Walkington act
Horner v Hiscott act
The Palmer Tyre ld v Pneumatic Tyre Co ld act
Douglas v Bolam act & 3rd party notice to dfts
Cook v Williams act
Birkinshaw v Hooley act
Ripley v Bandy act
Crisp v Swann act (Cambridge D R)

Before Mr. Justice VAUGHAN WILLIAMS.

(Sitting as an additional Judge of the Chancery Division.)

Motions.

Companies (Winding-up).

W Brock & Son ld (transfer proceedings)
African Landed Estates Co ld (for discharge of order dated June 21, 1894, as regards applicant)
London & General Bank ld (to compel attendance of witness)
London & West of England Contract Co ld (leave to issue writ of attachment)
Colonial Debenture Corpn ld (vary order refusing public exmn)
Ormonde Gymnastic Club, ld (for leave to issue writ of attachment)
Hemp Yarn & Cordage Co, ld (to discharge order dated March 7, 1896)
Southern Counties Deposit Bank, ld (to appoint liquidator)
Carey's Cycle Co, ld (to enforce order for call)
London & General Bank, ld (to enforce order for call)
McKenna & Co, ld (to enforce order for call)

Chancery Division.

Black v Williams & Victoria Steamboat Assocn, ld (delivery up of possession)

Companies (Winding-up). Petitions.

Joseph Bull, Sons & Co ld (petn of M T Shaw & Co)
Glamorgan Central Permanent Benefit Building Soc (petn of the Co)
Industrial Securities Investment Co, ld (petn of E A Hamblyn)
Bidaros Ry and Mines ld (petn of F Thorn)
Woolley Coal Co ld (Yorkshire Banking Co ld)
Dawe & Co, ld (petn of A Witchurch)
Candelaria Waterworks & Milling Co ld (petn of J L Whelen & anr)
Eastern Counties Bacon Factory ld (petn of Lalor and Kinderaley)
Otis Steel Co, ld (petn of Laura Relton)
G & S Bracknell ld (ptn of the Continental Bottle Co)
South Kent Water Co (ptn of James Oakes & Co)
Pontypridd Improvements Co ld (petn of P J Dunn and ors)
Goodwins, Jardine & Co ld (petn of the Industrial and General Trust ld)
Louis Tussaud's New Exhibition ld (petn of the Midland Ry Co of Derby)
Moore Bros & Co ld (petn of Nicholson, Sons & Daniels)
Anderson & Son ld (petn of Morgan Bros)

Before Mr. Justice ROMER.

Causes for Trial (with witnesses).

The Liverpool Mortgage Insce Co, ld v Menzies act (transferred from County Palatine of Lancaster) United Trust, ld v Menzies act Canadian & American Mortgage & Trust Co, ld v Menzies act Manchester Trust, ld v Menzies v Addleshaw act May 4
Vernon v Reynolds act pt hd
In re C de Murrieta & Co, ld, C de Murrieta & Co, ld v Industrial & General Trust, ld act
In re The Bulfontein Sun Diamond Mines, ld & Co's Acts motn ordered to go into Witness List (heard for Byrne, J)
Attorney-Gen v Romford Urban District Council act
In re Brouncker, Carnegie v Brouncker act (heard for Byrne, J)
The Lagunas Nitrate Co, ld v Lagunas Syndicate, ld act & two adjd sumns (heard for Byrne, J)
Howland v Dover Harbour Board act (heard for Byrne, J)
Temler v H Stevenson & Sons act (to come on immediately after No 18)
Hawkins v Whitefield act Whitefield v Hawkins (transferred from Q B Division) consolidated
Hilliard v Dale act
Diggle v Bleezard act
Couper v Turness act
Dashwood v Messom act
Temler v Actien Gesellschaft fur Cartonnagen Industrie act (No 12 to come on after this)
Attorney-Gen v Teddington Urban District Council act
Blake v Shentelberry act
Martin, Wallis, & Co ld v Barton act & counter-claim
Newman v Bond act
Beeisbarth v Perry & Co ld act Beisebarth & anr v Perry & Co ld act (consolidated) set down by order Perry & Co ld v Bernstein act for trial consolidated
Farlow v McRae act
A Frankau & Co v Woods act
De Crespigny v Seago act
Parnell v Dredge act
Dredge v Parnell act
Kennard v Hollway act without pleadings
Sims v Whyte act
Houghton v Byfield act

Before Mr. Justice Byrne.
Causes for Trial (With Witnesses)
Somes & Co v Scot Bros act restored (not before May 10)
Stapleton v Lyles act (transferred from Leeds)
Symons v Wood act (pleading to be delivered)
The Pneumatic Tyre Co ld v Friswell act (not before appeal disposed of)
Same v Birney act (not before appeal disposed of)
Same v Standard Tyre Co, ld act (not before appeal disposed of)
Same v Powell & Barstow act (not before appeal disposed of)
London & County Banking Co, ld v Preston act
Harris v County Council of Northamptonshire act (not before May 7)

Transferred by Order, dated January 21, 1897.

Barnes v Story act (not before April 28)
Vanderpant v Arnold act (dft, C Arnold, dead).
Puzey v Sweet act
Dale v Sellick act
London General Omnibus Co ld v Hines act
Pneumatic Tyre Co ld v Fleetwood Tyre Co ld act (s o pending appeal)
Same v Gregson act
Blandy-Jenkins v Earl of Dunraven act
In re Hodgson Cobbold v Hodgson act & m f j
Morris v Kysow act
Fells v Warburton act
Coleman v Bucks & Oxon Union Bank act
Whitlark v Dawes act
Richards v Kirk act
Popham v Brooks act
De Vulitch v Sutherst act & counter-claim

(The whole of the above lists to be continued.)

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

Masters in Chambers for Easter Sittings, 1897.

A to F.—Mondays, Wednesdays, and Fridays, Master Johnson; Tuesdays, Thursdays, and Saturdays, Master Pollock.

G to N.—Mondays, Wednesdays, and Fridays, Master Mac Donel; Tuesdays, Thursdays, and Saturdays, Master Walton.

O to Z.—Mondays, Wednesdays, and Fridays, Master Archibald; Tuesdays, Thursdays, and Saturdays, Master Wilberforce.

A to F.—All applications by summons or otherwise in actions assigned to Master Kaye are to be made returnable before him in his own room, No. 181, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

G to N.—All applications by summons or otherwise in actions assigned to Master Butler are to be made returnable before him in his own room, No. 112, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

O to Z.—All applications by summons or otherwise in actions assigned to Master Manley Smith are to be made returnable before him in his own room, No. 114, at 11 30 a.m. on Tuesdays, Thursdays, and Saturdays.

The parties are to meet in the ante-room of masters' chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30 and will be dealt with by the master in the same manner as if they were returnable at chambers.

By Order of the Masters.

THE PROPERTY MART.

SALES OF ENSUING WEEK.

May 4.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2 p.m., 13 lots of Freehold Properties at Bromley. Solicitors, Messrs. Miller, Smith, & Bell, of London. (See advertisement, this week, p. 464.)

May 5.—Messrs. Edwin Fox & Bousfield, at the Mart, at 2 p.m., Half an Adventurer's Share in the New River. Solicitors, Messrs. Evans, Foster, & Wadham, London. (See advertisement, April 10, p. 3.)

May 5.—Mr. T. G. Wharton, at the Mart, at 2 p.m. Freehold and Leasehold Properties in Regent-street, Upton Park, Balham, and Wimbledon. (See advertisement, this week, p. 464.)

May 6.—Messrs. Farebrother, Ellis, Clark, & Co., at the Mart, at 2 p.m., Valuable Leasehold Investments in Cheapside and Ludgate Circus, of a rental value of nearly £2,000. Solicitors, Messrs. Paines, Blyth, & Huxtable, London. (See advertisement, April 24, p. 4.)

May 6.—Messrs. Foster & Cranfield, at the Mart, at 2 p.m.:—

REVERSIONS:

To one-half of Copyhold Property producing £304 and Leaseholds £811 per annum; lives aged 40 and 45, provided lady aged 37 survives them.

To one-third of £3,000, lady aged 69; provided gentleman aged 41 survive her. Solicitor, J. Amery Parkes, Esq., London.

To one-sixth of £3,916. G. W. R. 4½ per Cent. Stock; lady aged 70, provided gentleman aged 30 survives her, with policy. Solicitors, Messrs. Howard & Atherton, London.

To one-twentieth of Freeholds and Leaseholds, producing £4,340 per annum. Solicitor, E. M. Lazarus, ondon

To a Trust Fund, value £2,823; on decease of three ladies. Solicitors, Messrs. S. M. & J. B. Benson, London

To one-third of a Trust Fund, value £3,000; lives aged 48 and 54. Solicitors, Messrs. Fladgate & Co., London.

POLICIES:

For £10,000, with bonus of £4,000, in the Equitable Life Society; life 62. Solicitors, Messrs. Geo. Brown, Son, & Vardy, Messrs. W. A. Crump & Son, and Messrs. Minet, Harvie, & May, all of London.

For £4,000 in the Commercial Union Assurance Co.; life aged 44.

For £1,000, with bonus £251; life aged 46.

For £1,000, with profits, life aged 62. Both in the Clerical, Medical, and General Assurance Society. Solicitors, Messrs. Lambe & Stephens, of Hereford.

For £1,000, fully paid, with the London Life Association; life aged 64. Solicitors, Messrs. Nunn & Popham, London.

For £500, £500, £500, in leading offices on same life—viz., 61. Solicitors, Messrs. Spence, Hawks, & Phillips, Hertford.

Also SHARES.

(See advertisement, this week, back page.)

May 7.—Mr. Walter William Read (of the firm of W. W. Read & Co.), at the Mart, at 2 p.m., one-tenth share of a Freehold Ground-rent of £250 per annum, secured upon "La Criadera," in Holborn. Solicitors, Messrs. Kingsford, Dorman, & Co., London. (See advertisement, this week, p. 464.)

May 7.—Messrs. Toplis & Harding, at the Mart, at 2 p.m., 14 Lots of Freehold Properties, situated at Buckhurst Hill, a Freehold Residential Estate comprising a Family Mansion and 43 acres of land, near to and commanding extensive views of Epping Forest, also Freehold Properties at Hackney Wick, Rainham, and Wanstead. Solicitors, Messrs. Clapham, Fitch, & Co., London. (See advertisement, this week, p. 3).

WINDING UP NOTICES.

London Gazette.—Friday, April 23.

JOINT STOCK COMPANIES.

Limited in Chancery.

Crossley Brothers, Limited—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to James William Close, Leeds

Des Clayes & Co, Limited—Creditors are required, on or before May 19, to send their names and addresses, and the particulars of their debts or claims, to George Stacey, 5, Wootten gdns, Bournemouth

English Watch Co, Limited—Creditors are required, on or before May 24, to send their names and addresses, and the particulars of their debts or claims, to Thomas Morris Attlee, 8, Newhall st, Birmingham. Jeffery & Co, Birmingham, solors for liquidators

Hadley Cycle Co, Limited (in Voluntary Liquidation)—All persons having any claim are required, on or before April 30, to send in their names and addresses, and the particulars of their debts or claims, to William George Blakemore, 57, Moorgate st. Sawbridge & Son, Aldermanbury, solors to the liquidator

Manchester Produce Brokers, Limited—Petn for winding up, presented March 17, directed to be heard at Manchester on May 3. Eltoft & Eltoft, 54, John Dalton st, Manchester, agents for Judge & Priestley, Broad st bldgs, Liverpool st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 2

Union Bank of Spain and England, Limited—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Charles Thomas Cater Scott and Charles Thomas St. Clere Vaisey, 21, Old Broad st. Freshfields & Williams, 5, Bank bldgs, solors for liquidators

FRIENDLY SOCIETIES DISSOLVED.

Esmeralda Friendly Society, Royal Hotel, 118, Canal st, Bootle, Liverpool. April 14

Leeds Independent Industrial Friendly Society, Angel Inn, Wellington st, Leeds. April 14

London Gazette.—Tuesday, April 27.

JOINT STOCK COMPANIES.

Limited in Chancery.

A. J. White, Limited—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Henry King Packard, 35 and 37, Farringdon st. Maitlands & Co, 17, Knightrider st, Doctors' commons, solors for the liquidator

Bonaba Italian Steel and Tin Plate Manufacturing Co, Limited—Petn for winding up, presented April 22, directed to be heard on May 5. Smith & Son, Gresham House, Old Broad st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 4

Earl of Glasgow Gold Mine, Limited—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts and claims, to Gabriel Goodman Walter Hayward, 14, Sherborne lane. Phillips & Co, Sherborne lane, solors to the liquidator

George Hopton & Co, Limited—Petn for winding up, presented April 26, directed to be heard on May 5. Arthur Tyler, 5, Clement's inn, Strand, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 4

Gloucester and Sharpness Lighterage Co, Limited—Creditors are required, on or before June 9, to send their names and addresses, and the particulars of their debts or claims, to William Pockett Cullis, 4, Midland rd, Gloucester. Taynton & Co, Gloucester, solors to the liquidators

William Teggin & Co, Limited—Petn for winding up will be heard on May 5 Busk & Mellor, 45, Lincoln's inn fields, agents for C. R. Hardman, Manchester, solor for petnr Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 4

FRIENDLY SOCIETIES DISSOLVED.

Adelaide Lodge of Independent Shepherds, Primitive Methodist School, Church st, Old Sheldon, Durham April 21

Ancient Foresters Court Ram's Head, Cross Keys Inn, Winterton, Doncaster, Lincoln April 14

Tideswell General Funeral Society, Belle Vue Inn, Tideswell, Buxton, Derby April 21

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette—Friday, April 9.

Taylor, Ann, Sparrow's Farm, South Mimms May 7 Trotter v Hawkes, Romer, J Boyes, Barnet

Wade, John, Bournemouth, Solicitor May 4 Wade v Wade, Romer, J Gardiner, Lincoln's inn fields

London Gazette.—Tuesday, April 13.

Swaebe, Henry, New Burlington st, Dressmaker May 14 Howell & James (Limited) v Swaebe, Kekewich, J Osborn & Osborn, Copthall avenue

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Tuesday, April 13.

Ball, James, Plymouth May 8 Whiteford & Bennett, Plymouth

Benson, William, Cartmel, Lancaster, Farmer May 8 Fawcett, Carnforth

Blake, Joseph William, Ranworth mansions, Compayne gdns May 31 Philpott, Bartholomew close

Boulton, Mary Ann, Folkestone May 17 Morgan & Upjohn, Furnival's inn

Boulton, Susanna, Southport April 22 Betham, Southport

Burden, John, Lymington May 13 Moore & Co, Lymington

Cave, Charles Donovan, Major in Suffolk Regiment June 7 Flux & Co, East India avenue

Chapman, George, Gt College st April 26 Chapman, City rd

Cordon, Elizabeth, Rotherham, York May 8 Kesteven, Sheffield

Davies, John, Croydon April 17 Davies, Croydon

DRAYSON, ROSINA JANE, Southampton May 22 Hickman & Son, Southampton
DYET, THERESA, Stoke Newington May 16 Tatham & Co, Queen Victoria st
ELLICOMBE, RICHARD ROUS, Roshampton, Surrey May 10 Williams, Spring grdns
FOSTER, BENJAMIN, Durham, Innkeeper May 13 Proud, Bishop Auckland
GIBB, MRS EMMELINE FAVILL, Kensington May 21 Burch & Co, Spring grdns
GRIFFITH-COLFORD, ARTHUR ADAIR, Hastings May 10 Beattie, London wall
GRIFFITHS, JOHN ROBERTS, Galway st, St Lukes, Licensed Victualler May 17 Newson, Chancery ln
HALL, WILLIAM, Ashton under Lyne June 1 Clayton & Son, Ashton under Lyne
HARDY, JANE, Skirbeck, Lincoln April 30 Waite & Co, Boston
HARDY, THOMAS, Skirkeck, Lincoln, Schoolmaster April 30 Waite & Co, Boston
HARRIS, EDWARD, Totnes, Devon, J P May 8 Windeatt & Windeatt, Totnes
HENSHALL, WILLIAM, Bollington, Chester May 14 May, Macclesfield
HIGGS, THOMAS OCTAVIUS, Henley on Thames, Printer May 17 Cooper & Co, Henley
HUTT, GEORGE, Epping, Essex May 10 Beattie, London wall
LEE, JAMES, jun, Hipperholme, nr Halifax May 15 Land & Foster, Halifax
MURRAY, WILLIAM VAUGHAN, Marylebone rd May 10 Williams, Spring grdns
NEWMAN, CATHERINE ANNE, Ventnor, I W May 29 Batchelor & Cousins, Walbrook
OLLIER, JOHN, Brighton May 29 Batchelor & Cousins, Walbrook
PACK, HENRY, Ryde, I W May 14 Vincent, Ryde
PARRY, SARAH EMMA, Hastings May 24 Patey & Warren, London wall
PEELE, CHARLES JOHN, Chertsey, Surrey May 28 Hollams & Co, Mincing lane
PHIPSON, CAROLINE ELIZABETH, Millbrook, Southampton June 1 Hickman & Son, Southampton
POTTER, THOMAS WINTER, Charlton bldgs, Gloucester May 26 Cunliffes & Greg, Manchester
POTTS, FANNY, Harrogate, York June 15 Kirby & Son, Harrogate
REAY, ROBERT, Newcastle on Tyne, Boilermith May 20 Clark, Newcastle on Tyne
RIDDELL, EDWARD HENRY, South Croydon May 13 J H & J Y Johnson, Lincoln's inn fields
RISQUE, EDWARD DAVENPORT, Birkdale, Lancs May 13 Dod, Birkdale
SHIPLEY, ALEXANDER, Windsor May 31 Last & Son, Windsor
SPEARMAN, EDMUND ALEXANDER MALCOLM, Hereford sq July 7 Alpe & Ward, Serjeant's inn
SPENCE, FARADAY, Newcastle upon Tyne, Sharebroker May 10 Arnott & Co, Newcastle upon Tyne
STONE, ROBERT WILLIAM ROGERS, George Nympton, Devon, Innkeeper May 25 Kingdon, South Molton
STRACHAN, LUCINDA, Bishop Auckland, Durham May 8 Rose-Innes, New inn, Strand
SYKES, JOSEPH, Almondbury, York May 21 Bottomley, Huddersfield
TUBB, CHARES, Henley on Thames May 17 Cooper & Co, Henley on Thames
WHEREAT, WILLIAM, Clevedon, Somerset May 15 Sturge, Bristol
WORSLEY, JONATHAN, Ryde, I W, Solicitor May 14 Vincent, Ryde

London Gazette.—FRIDAY, April 16.

ALLPRESS, ANA JOAQUINA, South Kensington May 27 Rhodes & Son, Dowgate hill
BAKER, ISABELLA, Chaddesley Corbett, Worcester June 1 Marcy & Co, Bewdley
BARBAND, MICHAEL, Camden Town May 24 Leggatt & Co, Raymond bldgs
BOULTON, FREDERICK HORATIO, Islington May 31 Rooke & Sons, Lincoln's inn fields
BOWLER, MARY ANN, Hereford May 17 Lambe & Stephens, Hereford
BROWNLOW, ELIZA, Louth, Lincoln May 15 Sharpley & Sharpley, Louth
BULL, THOMAS, Gt Chapel st, Westminster May 31 Crosse & Sons, Lancaster place, Strand
CLARKSON, SAMUEL, Thornhill, nr Dewsbury June 1 Walker, Dewsbury
COAR, RICHARD, Salesbury, Lancs May 22 Wilding & Son, Blackburn
COATES, GEORGE, Cullercoats, Northumberland May 15 Ward, Newcastle upon Tyne
COBBIN, WILLIAM COCKBURN, Kennington rd, Tobacconist May 17 Battams, Rood ln
COLE, EDWARD PICK, Birmingham, Builder May 17 Tyler & Deighton, Birmingham
COPELAND, ALEXANDER BLAIR, Manningham, Bradford May 15 Gordon & Co, Bradford
CREDIFORD, MARY, Paddington June 1 Godfrey & Webb, West Smithfield
CRESWICK, GEORGE, Holmesfield, Derby, Farmer June 30 Porrett & Fawcett, Sheffield
CROSS, the Rev JOHN EDWARD, Grange over Sands, Westmrld May 15 Hopgoods & Dowson, Whitehall pl
CULVERWELL, WILLIAM, Alcombe Dunster, Somersets, Schoolmaster April 30 Ponsford & Co, Minehead, Somersets
DAWSON, SARAH, Norwich June 1 Culley, Norwich
DENTON, THOMAS, Gloucester May 17 Grimes, Gloucester
EASON, ALEXANDER THOMAS, Highgate May 24 Cowland & Chowne, Bedford row
FITZMAURICE, MARY, Lincoln May 16 Tennant & Jones, Aberavon
FREEMAN, MARY ANN BRADLEY, Waverley, nr Sydney, New South Wales May 12 Blyth & Co, Gresham House, Old Broad st
FRY, JAMES, Nantwich, General Dealer May 22 Whittingham, Nantwich
HAINSWORTH, HANNAH, Lidget Green, Bradford May 30 Gaunt & Co, Bradford
HARRIS, CHARLES, Ashley pl, Westminster May 12 Sydney, Aldersgate st
HEWERDINE, GEORGE FRANCIS, Kirton in Lindsey, Lincoln June 1 Grange & Wintringham, Great Grimsby
HOLTBY, MRS SUSANNAH, Nafferton, York June 12 Harland & Son, Bridlington
JOTES-BATEMAN, ROWLAND, Eastleigh, Southampton, Barrister May 31 Dawson & Co, Lincoln's inn
MANN, HENRY, Bath June 1 Adam & Thring, Bath
MORTIMER, WALTER RUSSELL, Kensington May 24 Marshal & Co, Hammersmith
NASH, EMMA, Brighton May 31 Upperton & Bacon, Brighton
OFFORD, JOSEPH, St John's Wood June 1 Dod & Co, Berners st
OGDON, HANNAH, Wirksworth, Derby May 25 Kingdon & Severne, Wirksworth
PARKER, CHRISTOPHER, Clapham rd May 17 Parker, Monument sq chmbrs
PENNY, GEORGE, Manchester May 31 Leigh, Manchester
PERRCE, JOHN AMBROSE, South Kensington, Jobmaster May 31 Crosse & Sons, Lancaster pl, Strand
ROCK, WILLIAM, Liverpool, Chartered Accountant June 4 Masters & Rogers, Liverpool
SATCHELL, JOHN GILBERT, Rugby June 1 Wratislaw & Thompson, Rugby
SCANTLEBURY, THOMAS, Derby June 8 Wake & Sons, Sheffield
SPOORS, ESTHER, Sunderland April 24 Simey & Co, Sunderland
STEVENS, CHARLES, Barnet, Herts, Grocer May 17 Byfield, Gt St Helen's
STEVENS, REBECCA, Barnet, Herts May 17 Byfield, Gt St Helen's
TAAFFE, CHRISTOPHER RICHARD, H M Middlesex Regiment, Paymaster May 17 Gruggen & Williams, Craven st, Strand
TAYLOR, CHARLES, Newark upon Trent May 29 Norledge & Co, Newark
TOLEMAN, JAMES, Goswell rd May 14 Pumfrey, Paternoster row
TONG, ELLEN, Bolton May 12 Fullagar & Hulton, Bolton
TOPLIS, JOHN, Chesterfield, Derby May 31 Busby & Co, Chesterfield
TYLER, ARCHIBALD, New Normanton, Derby May 15 Wykes, Derby
WILFORD, SIMON CAUNT, Newark upon Trent May 29 Norledge & Co, Newark
WILKINS, HENRY SANDELL, Bradford on Avon May 24 Stone & Co, Bath
WILKINSON, ISABELLA, Oxted, Surrey May 15 Shakespear, John st, Bedford row

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 23.

RECEIVING ORDERS.

BAYNES, FREDERICK BUSSEY, York, Timber Merchant York Pet April 21 Ord April 21
DRAKE, JOSEPH, Bradford, Manufacturer Bradford Pet April 21 Ord April 21
FORREST, WILLIAM, Aston, nr Birmingham, Butcher Birmingham Pet April 15 Ord April 15
GILES, HANNAH, and HENRY GILES, Pocklington, General Dealers York Pet April 21 Ord April 21
GRIFFITHS, WILLIAM, Liverpool, Baker Liverpool Pet April 21 Ord April 21
HYAMS, ROSE, & Co, Shaftesbury avenue, Merchants High Court Pet March 26 Ord April 15
JONES, ROBERT, Llangefni, Anglesey, Builder Bangor Pet April 20 Ord April 20
JONES, WILLIAM LEWIS, Llanddona, Anglesey, Flour Dealer Bangor Pet April 20 Ord April 20
JUBB, ARTHUR ADCOCK, Sheffield, Painter Sheffield Pet Oct 22 Ord April 5
LOOKER, CHARLES, Maidenhead Windsor Pet April 15 Ord April 15
MAYS, HENRY ATHERTON, Wigan, Butcher Wigan Pet April 21 Ord April 21
PALMER, CORNELIUS GEORGE, Barrow, Somersets, Farmer Bridgwater Pet April 7 Ord April 21
RATCLIFFE, LAFAYETTE, Halifax, Hairdresser Halifax Pet April 21 Ord April 21
SEAMAN, GEORGE ARTHUR, Sprowston, Norfolk, Pig Dealer Norwich Pet April 21 Ord April 21
SHERIDAN, JAMES, Hindley, nr Wigan Wigan Pet April 21 Ord April 21
SMITH, EDMUND, Sheffield, Painter Sheffield Pet April 21 Ord April 21
STALEY, THOMAS, Nuneaton, Clerk Coventry Pet April 21 Ord April 21
TREMEWAN, FREDERICK ARTHUR, Perranzabuloe, Cornwall Grocer Truro Pet April 20 Ord April 20
WARDEN, E I P, Hanover sq High Court Pet March 17 Ord April 15
WHITE, CHARLES, Enfield Highway, Builder Edmonton Pet April 15 Ord April 15
WILSON, SAMUEL, St Helen's, Lancs, Chemist Liverpool Pet April 21 Ord April 21

Amended notice substituted for that published in the London Gazette of April 16.

ASPIN, RICHARD FRANKLAND, Carlisle, Innkeeper Carlisle Pet March 30 Ord April 12

FIRST MEETINGS.

ARMITAGE, RAMSDEN, York, Shuttle Maker April 30 at 4 Off Rec, Bank chmbrs, Batley
BANYARD, FLETCHER BECKHAM, Deerham, Norfolk May 1 at 12 Off Rec, 8, King st, Norwich
BRUCE, WILLIAM GEORGE, Downham Market, Norfolk, Corn Factor May 1 at 1.30 Off Rec, 8, King st, Norwich
BRYANT, HENRY, Mangotsfield, Glos, Grocer May 5 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
BUTLER, EDWARD, Malpas, Cheshire, Hotel Proprietor April 30 10.45 Royal Hotel, Crewe
CAREY, WILLIAM LEOPOLD, Nottingham, Warehousesman April 30 at 11 Off Rec, St Peter's Church walk, Nottingham
CHARLTON BROTHERS, Newcastle on Tyne, Corn Merchants May 10 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
COLE, RICHARD THOMAS, Calne, Wilts, Ironmonger May 4 at 11 Off Rec, 36, Crickdale st, Swindon
DARLINGTON, WILLIAM, Middlewich, Greengrocer April 30 at 10.30 Royal Hotel, Crewe
ENGLAND, WILLIAM, Overstrand, Norfolk, Baker May 1 at 1 Off Rec, 8, King st, Norwich
FEATHER, EDWIN, Morley, York, General Dealer April 30 at 3 Off Rec, Bank chmbrs, Batley
GRIERSON, HENRY HOULDSWORTH, St Columb, Cornwall May 1 at 12 Off Rec, Boscawen st, Truro
GRIFFITH, WILLIAM, Menai Bridge, Anglesey, Butcher May 3 at 3.30 Railway Hotel, Bangor
HANNEY, GEORGE, Pontardawe, Glam, Grocer May 4 at 12 Off Rec, 31, Alexandra rd, Swansea
KAYE, FREDERICK, Newcastle on Tyne May 5 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
MARSHALL, HANNAH MARY, Goole, York, Boot Dealer April 30 at 11 Off Rec, 6, Bond ter, Wakefield
MASSEY, WILLIAM GEORGE, Wolverhampton, Baker April 3 at 11.30 Off Rec, Wolverhampton
MAYS, HENRY ATHERTON, Wigan, Butcher May 4 at 10 Court House, King st, Wigan
MEADOWCROFT, JOSEPH, Lancaster, Painter May 5 at 2.30 Off Rec, 14, Chapel st, Preston
MILLER, GEORGE, Gt Yarmouth, Tobacconist April 30 at 3 Off Rec, 8, King st, Norwich
PATTISON, THOMAS, Seaton Delaval, Northumberland, Farmer May 5 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
PELLING, DANIEL WILLIAM, Tottenham May 6 at 12 Bankruptcy bldgs, Carey st
PINK, FRANCIS, Gosport, Mariner April 30 at 3 Off Rec, Cambridge Junctn, High st, Portsmouth
ROBERTS, HENRY LLOYD, Llanddeiniolen, Farmer May 3 at 12.45 Prince of Wales Hotel, Carnarvon
ROLLAND, WILLIAM, and THOMAS HENRY HICKS, Billiter st, Jute Merchants May 3 at 11.30 Bankruptcy bldgs, Carey st
SHERIDAN, JAMES, Hindley, nr Wigan May 4 at 10.30 Courthouse, King st, Wigan
SHRIMPTON, ALFRED ERNEST ORLANDO, Islington May 5 at 2.30 Bankruptcy bldgs, Carey st
STENNING, GEORGE, East Dean, Sussex, Grocer April 30 at 3 Dolphin Hotel, Chichester
TURNER, WILLIAM, Buckingham, Grocer April 30 at 3 Bankruptcy office, 1, St Aldate's, Oxford
UPPERTON, JOHN, Piccadilly May 5 at 12 Bankruptcy bldgs, Carey st
VIGAR, ROWLAND HYDE, Redmarley, Worcesters, Farmer May 1 at 12 Off Rec, Station rd, Gloucester
WARNER, JOSEPH, Chesterfield, Hotel Keeper May 5 at 12 Angel Hotel, Chesterfield
WELDON, JOHN WILLIAM, Wisbech St Mary, Cambs Wheelwright May 13 at 12 Court house, King's Lynn
WILLIAMS, SOLOMON, Saltney, Chester, Fitter April 30 at 11.30 Crypt chmbrs, Eastgate row, Chester
WILLIAMS, WILLIAM HENRY, Copthall avenue, Financial Agent May 6 at 2.30 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BAYNES, FREDERICK BUSSEY, York, Timber Merchant York Pet April 20 Ord April 21
COHEN, MARKS, Stepney, Confectioner High Court Pet March 24 Ord April 14
COLES, THOMAS JOHN, Handsworth, Staffs, Builder Birmingham Pet April 6 Ord April 14
DRAKE, JOSEPH, Bradford, Manufacturer Bradford Pet April 21 Ord April 21
EMANUEL, EMANUEL, Maida Hill High Court Pet Dec 17 Ord April 14
GRIERSON, HENRY HOULDSWORTH, St Columb, Cornwall Truro Pet March 31 Ord April 17

GILES, HANNAH, and HENRY GILES, Pocklington York Pet April 21 Ord April 21
JONES, ROBERT, Llangefni, Anglesey, Builder Bangor Pet April 20 Ord April 20
JONES, WILLIAM LEWIS, Llanddona, Anglesey, Flour Dealer Bangor Pet April 17 Ord April 20
MARTIN, ELIZABETH ANN, St Blazey, Cornwall, Builder Truro Pet April 2 Ord April 20
MAYS, HENRY ATHERTON, Wigan, Butcher Wigan Pet April 21 Ord April 21
MORGAN, JOHN, Small Heath, Warwicks, Builder Birmingham Pet April 2 Ord April 14
OLDFIELD, MACARTNEY HUME, Tunbridge Wells Tunbridge Wells Pet Feb 22 Ord April 21
RATCLIFFE, LAFAYETTE, Halifax, Hairdresser Halifax Pet April 21 Ord April 21
RIGBY, WILLIAM HALSALL, Birmingham, Clerk Birmingham Pet April 7 Ord April 14
ROLLAND, WILLIAM, and THOMAS HENRY HICKS, Billiter st, Jute Merchants High Court Pet April 13 Ord April 14
SEAMAN, GEORGE ARTHUR, Sprowston, Norfolk, Pig Dealer Norwich Pet April 21 Ord April 21
SMITH, EDMUND, Sheffield, Painter Sheffield Pet April 21 Ord April 21
STALEY, THOMAS, Nuneaton, Clerk Coventry Pet April 17 Ord April 21
WILSON, SAMUEL, St Helen's, Lancs, Chemist Liverpool Pet April 21 Ord April 21
WRIGHT, FRANK ARTHUR, Croydon, Boot Dealer Croydon Pet March 27 Ord April 21

ADJUDICATION ANNULLED.

JOEL, ISAAC B., Drapers' gardens, Promoter of Automatic Photographic Co, ld High Court Adjud May 14, 1891 Annul April 13, 1897

London Gazette.—TUESDAY, April 27.

RECEIVING ORDERS.

ANDREWS, ALBERT, Leicester, Boot Manufacturer Leicester Pet April 24 Ord April 24
BEAUMONT, ANNIE, Morecambe, Lancs Preston Pet April 24 Ord April 24
BROCKINGTON, GEORGE SAMUEL, Birmingham, Manufacturing Jeweller Birmingham Pet April 26 Ord April 26
BROOKS, FREDERICK JOHN, Tottenham, Provision Dealer Edmonton Pet March 29 Ord April 21
COLES, GEORGE MILES, Boscombe, Hants, Cook Poole Pet April 21 Ord April 21
DENHAM, HERBERT SYDNEY, Freshwater, I of W, Builder Newport Pet April 23 Ord April 23
EATON, JOHN WILLIAM, Smallbridge, Rochdale, Carter Rochdale Pet April 22 Ord April 22
ELLIOTT, JOHN WILLIAM, St Thomas the Apostle, Devon, Farmer Exeter Pet April 21 Ord April 21
FLATAU, ALFRED, Warnford court, Throgmorton st High Court Pet Feb 27 Ord April 24
FORD, H, Wandsworth, Builder Wandsworth Pet March 30 Ord April 22
GRAY, WILLIAM EDGAR, Broad st House, Company Promoter High Court Pet April 9 Ord April 22
HARRIS, SAMUEL, Liverpool, Grocer Liverpool Pet April 23 Ord April 23
HARTE, W BAGOT, Poultry High Court Pet Feb 22 Ord April 23
HASWELL, CHARLES, Guisborough, Builder Stockton on Tees Pet April 23 Ord April 23
HUGHES, JOHN, Glynceiriog, Denbighs Wrexham Pet April 22 Ord April 22
JACKSON, MARY ELLEN, Oldham, Greengrocer Oldham Pet April 24 Ord April 24
LEGG, HENRY, Boscombe, Hants, Builder Poole Pet April 6 Ord April 22
NOBLE, JAMES ANTHONY, Leeds, Journalist Leeds Pet April 21 Ord April 21
PALMER, JOHN CHARLES, Falmouth, Fancy Dealer Truro Pet April 24 Ord April 24
PEAKER, SAMUEL, Wakefield, Grocer Wakefield Pet April 23 Ord April 23
PERRY, JOHN WILLIAM, Heckmondwike, York Dewsbury Pet April 23 Ord April 28
PHILPOTT, JOHN, Llanelly Carmarthen Pet April 23 Ord April 23
PRIMROSE, WILLIAM HAYN, Felmingham, Norfolk, Farmer Norwich Pet April 23 Ord April 23
PRYER, CHARLES, St Martins, Suffolk, Grocer Ipswich Pet April 22 Ord April 22
ROGERS, ALBERT HENRY, Warwick, Grocer Warwick Pet April 22 Ord April 22
ROSSITER, HARRY, Clifton, Bristol, Builder Bristol Pet Feb 25 Ord April 23
ROWE, FREDERICK THOMAS, Topsham, Devon, Victualler Exeter Pet April 21 Ord April 22
SMITH, WILLIAM GOSLING, Sherwood, Nottingham, Grocer Nottingham Pet April 22 Ord April 22
SWAIN, MARY MILLIGAN ELIZABETH DIXWOODIE, Bare, nr Lancaster Preston Pet April 13 Ord April 24
SYMONS, EDWARD BOULTON, Pontycymmer, Glam, Grocer Cardiff Pet April 21 Ord April 21
WALKER, GEORGE, Sheffield, Poultry Dealer Sheffield Pet April 22 Ord April 22
WALTERS, WILLIAM, Bedford, Fruiterer Bedford Pet April 22 Ord April 22
WELCH, FRED, Harrow High Court Pet April 2 Ord April 22
WESTHORP, GEORGE, Felixstowe, Suffolk, Fishmonger Ipswich Pet April 23 Ord April 23
WHITE, JOSEPH, Finsbury Park, Outfitter High Court Pet April 23 Ord April 23
WILLSON, GEORGE HENRY, Colchester, Travelling Draper Colchester Pet April 24 Ord April 24
WOOLF, EDWARD, Chingford, Wine Merchant Edmonton Pet June 16 Ord July 13

Amended notice substituted for that published in the London Gazette of April 13:

HAINES, STAFFORD ALFRED, Rowlstone, Herefords Hereford Pet April 9 Ord April 9

FIRST MEETINGS.

ABRAHAMS, MORRIS, Bury st May 4 at 11 Bankruptcy bldgs, Carey st
ASHWORTH, ABRAHAM, Rochdale, Shuttle Maker May 4 at 11.30 Townhall, Rochdale
ASPIN, RICHARD FRANKLAND, Carlisle, Innkeeper May 11 at 3 Off Rec, 34, Fisher st, Carlisle
BAYNES, FREDERICK BUSSEY, York, Timber Merchant May 5 at 12 Off Rec, 28, Stonegate, York
BEDDINGTON, PETER, Bollington, Ches, Engineer May 4 at 12 Off Rec, Byron st, Manchester
BLAKEMAN, HENRY, Harborne, Staffs, Compositor May 6 at 11 23, Colmore row, Birmingham
BOND, SYDNEY, Cardiff, Saddler May 7 at 11.30 Off Rec, 29, Queen st, Cardiff
BOUG, THEODOR HERMAN, Waltham, Lincs, Ship Chandler May 5 at 10.15 Off Rec, 15, Osborne st, Gt Grimsby
COHEN, MARKS, Stepney, Confectioner May 4 at 11 Bankruptcy bldgs, Carey st
CORNISH, THOMAS, New Broad st May 4 at 2.30 Bankruptcy bldgs, Carey st
COULSELL, FREDERICK T, Leyton, Builder May 6 at 2.30 Bankruptcy bldgs, Carey st
COUPLAND, MILES, Leeds, Confectioner May 5 at 11 Off Rec, 22, Park row, Leeds
DRAKE, JOSEPH, Morecambe, Lancs, Manufacturer May 6 at 11 Off Rec, 31, Manor row, Bradford
ELIOT, RICHARD FFOLLIOTT, and GEORGE EDWARD ELIOT, Weymouth, Bankers May 12 at 1.30 The Jubilee Hall, Weymouth
ELLIOTT, JOHN WILLIAM, St Thomas the Apostle, Devon, Farmer May 6 at 10.30 Off Rec, 13, Bedford circs, Exeter
ELLIS, THOMAS, sen, Dolgelly May 4 at 12.30 Townhall, Aberystwith
EVANS, WILLIAM, Wistanstow, Salop, Wheelwright May 4 at 10 4, Corn sq, Leominster
FORREST, WILLIAM, Aston, nr Birmingham, Butcher May 7 at 11 23, Colmore row, Birmingham
FRY, HENRY MANFRED, Gloucester, Builder May 4 at 11 Off Rec, Station rd, Gloucester
GILES, HANNAH, and HENRY GILES, Pocklington, York, General Dealers May 6 at 12 Off Rec, 22, Stonegate, York
GILLAM, JOSHUA, Wigmore, Hereford, Licensed Victualler May 4 at 10 4, Corn sq, Leominster
GREENWOOD, FRANK CUNLIFFE, Rochdale, Boot Dealer May 4 at 11 Townhall, Rochdale
HAINES, STAFFORD ALFRED, Rowlstone, Hereford May 7 at at 10 2, Offa st, Hereford
HARRINGTON, CORNELIUS JOHN, South Hornsey, Baker May 6 at 3 Off Rec, 95, Temple chambers, Temple avenue
HYAMS, ROSE, & Co, Shaftesbury avenue, Merchants May 4 at 12 Bankruptcy bldgs, Carey st
ILLINGWORTH, THOMAS, Bradford May 5 at 11 Off Rec, 31, Manor row, Bradford
LAWES, HERBERT, Greenwich, Hay Merchant May 4 at 11.30 24, Railway app, London Bridge
MARTIN, ELIZABETH ANN, St Blazey, Cornwall, Builder May 6 at 12 Off Rec, Boscawen st, Truro
MARTIN, JOSEPH, Sebergham, Cumbrid, Miller May 11 at 3.30 Off Rec, 34, Fisher st, Carlisle
MONGER, WILLIAM, Reading, Coal Merchant May 4 at 3 Queen's Hotel, Reading
MORGAN, NOAH, Cardiff, Hay Merchant May 7 at 11 Off Rec, 29, Queen st, Cardiff
NETTER, ALBERT, Chelsea, Financial Agent May 4 at 2.30 Bankruptcy bldgs, Carey st
POTTER, WILLIAM THOMAS, Nottingham, General Dealer May 4 at 11 Off Rec, St Peter's Church walk, Nottingham
PRICE, GEORGE WATKIN, Hay, Brecons, Grocer May 7 at 10 2, Offa st, Hereford
RATCLIFFE, LAFAYETTE, Halifax, Hairdresser May 5 at 11 Off Rec, Halifax
RIGBY, WILLIAM HALSALL, Birmingham, Clerk May 5 at 11 23, Colmore row, Birmingham
ROGERS, WILLIAM, Hastings, Market Gardener May 4 at 12.30 Young & Sons, Bank bldgs, Hastings
ROSSE, EDWARD, Brighton, Musician May 4 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton
ROWE, FREDERICK THOMAS, Topsham, Devon, Victualler May 6 at 10.30 Off Rec, 13, Bedford circus, Exeter
SEAMAN, GEORGE ARTHUR, Sprowston, Norfolk, Pig Dealer May 8 at 12 Off Rec, 8, King st, Norwich
SILVESTER, JOHN WRIGHT, North Anston, nr Sheffield, Labourer May 5 at 2.30 Off Rec, Figtree lane, Sheffield
SNELSON, SAMUEL, Battersea Park rd May 5 at 10.30 Off Rec, 15, Osborne st, Gt Grimsby
STALEY, THOMAS, Nuneaton, Clerk May 10 at 12 Off Rec, 17, Hertford st, Coventry
TAYLOR, JOSEPH, Golcar, nr Huddersfield, Flock Merchant May 5 at 11 Off Rec, 19, John William st, Huddersfield
URMSTON, JOHN TAYLOR, Birkenhead, Grocer May 5 at 12 Off Rec, 35, Victoria st, Liverpool
WALTERS, WILLIAM, Bedford, Fruiterer May 5 at 12 Off Rec, St Paul's sq, Bedford
WHITE, CHARLES, Enfield Highway, Builder May 5 at 3 Off Rec, 95, Temple chmbrs, Temple avnue
WILHELMS, WALTER, Brighton May 4 at 3 Off Rec, 4, Pavilion bldgs, Brighton
WINKLEY, WILLIAM, Swansea, Grocer May 4 at 2 15 Off Rec, 31, Alexandra rd, Swansea

ADJUDICATIONS.

BEAUMONT, ANNIE, Morecambe, Lancs Preston Pet April 24 Ord April 24
BECKETT, ALFRED PETER, Harman st, Kingsland rd, Shirt Manufacturer High Court Pet March 15 Ord April 23
BLOOM, LOUIS ISA, Cardiff, Clothier Cardiff Pet April 15 Ord April 21
BROWN, CECIL REYNER WILLIAM, the Admiralty, Whitehall High Court Pet March 18 Ord April 23
COLES, GEORGE MILES, Boscombe, Cook Poole Pet April 21 Ord April 21
CORNISH, THOMAS, New Broad st High Court Pet March 29 Ord April 22
DENHAM, HERBERT SYDNEY, Freshwater, I W, Builder Newport Pet April 23 Ord April 23
EATON, JOHN WILLIAM, Smallbridge, Rochdale, Carter Rochdale Pet April 21 Ord April 22
ELLIOTT, JOHN WILLIAM, St Thomas the Apostle, Devons, Farmer Exeter Pet March 19 Ord April 21
ELLIS, THOMAS, sen, Dolgelly Aberystwith Pet April 13 Ord April 22
GERMAINS, ADOLPH ZALKIN, Clapham, Inventor High Court Pet Feb 11 Ord April 24
HALLIWELL, ALEXANDER BOLD, Huddersfield, Dentist Huddersfield Pet March 23 Ord April 23
HARRINGTON, CORNELIUS JOHN, South Hornsey, Baker Edmonton Pet April 13 Ord April 21
HASWELL, CHARLES, Guisborough, Builder Stockton on Tees Pet April 23 Ord April 23
HUGHES, JOHN, Glynceiriog, Denbighs Wrexham Pet April 22 Ord April 22
JACKSON, ELIZABETH JANE, Salford, Lancs Salford Pet April 1 Ord April 23
JACKSON, MARY ELLEN, Oldham, Greengrocer Oldham Pet April 24 Ord April 24
MASEY, WILLIAM GEORGE, Wolverhampton, Baker Wolverhampton Pet April 15 Ord April 22
MONGER, WILLIAM, Reading, Coal Merchant Reading Pet April 15 Ord April 22
MORGAN, WILLIAM, sen, Cowbridge, Glam, Butcher Cardiff Pet Jan 21 Ord Jan 28
NOBLE, JAMES ANTHONY, Leeds, Journalist Leeds Pet April 21 Ord April 21
PALMER, JOHN CHARLES, Falmouth, Fancy Dealer Truro Pet April 24 Ord April 24
PEAKER, SAMUEL, Wakefield, Grocer Wakefield Pet April 23 Ord April 23
PERRY, JOHN WILLIAM, Heckmondwike Dewsbury Pet April 22 Ord April 23
PRIMROSE, WILLIAM HAYN, Felmingham, Norfolk, Farmer Norwich Pet April 23 Ord April 23
PRYER, CHARLES, St Martin, Suffolk, Grocer Ipswich Pet April 22 Ord April 22
ROGERS, ALBERT HENRY, Warwick, Grocer Warwick Pet April 22 Ord April 22
ROSSE, EDWARD, Brighton, Musician Brighton Pet March 10 Ord April 24
ROWE, FREDERICK THOMAS, Topsham, Devon, Victualler Exeter Pet April 22 Ord April 22
SHERIDAN, JAMES, Hindley, nr Wigan, Egg Merchant Wigan Pet April 21 Ord April 23
SMITH, WILLIAM GOSTLING, Sherwood, Notts, Grocer Nottingham Pet April 22 Ord April 22
STOREY, J, Greenwich, Licensed Victualler Greenwich Pet March 16 Ord April 23
SYMONS, EDWARD BOULTON, Pontycymmer, Glam, Grocer Cardiff Pet April 21 Ord April 21
TURNER, WILLIAM, Buckingham, Grocer Banbury Pet April 13 Ord April 23
URMSTON, JOHN TAYLOR, Birkenhead, Cheshire, Grocer Birkenhead Pet March 5 Ord April 23
WALKER, GEORGE, Sheffield, Fish Dealer Sheffield Pet April 22 Ord April 23
WALTERS, WILLIAM, Bedford, Fruiterer Bedford Pet April 22 Ord April 22
WARDEN, Colonel FRANCIS, Regent's Park High Court Pet Dec 24 Ord April 23
WAREHAM, WILLIAM, Parkstone, Dorset, Gardener Poole Pet April 14 Ord April 22
WATSON, WILLIAM JOHN, Nottingham, Solicitor Nottingham Pet March 10 Ord April 24
WESTHORP, GEORGE, Felixstowe, Fishmonger Ipswich Pet April 23 Ord April 23
WHITE, CHARLES, Enfield Highway, Builder Edmonton Pet April 15 Ord April 22
WHITE, JOSEPH, Finsbury Park, Outfitter High Court Pet April 23 Ord April 23
WILHELMS, WALTER, Brighton Brighton Pet March 3 Ord April 22
WILLSON, GEORGE HENRY, Colchester, Travelling Draper Colchester Pet April 23 Ord April 24

ADJUDICATION ANNULLED.

WHITAKER, CHARLES, Harby, Leicestershire, Grocer Leicester Adjud Nov 21, 1896 Annul April 10, 1897

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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